



Houston County Board of Commissioners Meeting

Perry, Georgia

June 1, 2021

9:00 A.M.

HOUSTON COUNTY COMMISSIONERS MEETING

Perry, Georgia

June 1, 2021

9:00 A.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Walker

Pledge of Allegiance - Lt. Col. Shayla Canty-Smith, USAF

Approval of Minutes from May 18, 2021

Old Business:

1. Public Hearing on Special Exception Applications #2463, #2470, #2477 and #2484 – Commissioner Perdue

New Business:

2. Public Hearing on Special Exception Applications #2486 thru #2496 and #2498 – Commissioner Perdue
3. Board Appointments (Planning & Zoning / Zoning & Appeals) – Commissioner Perdue
4. Perry Annexation Request (Chad Bryant / Houston Lake Liquors) – Commissioner Perdue
5. Warner Robins Annexation Request (Scott Free / Lake Joy Road) – Commissioner Byrd
6. ROW Abandonment (Matthew Jagelewski / Portion of Tucker Road) – Commissioner Byrd
7. Grant Acceptance (Accountability Court) – Commissioner Byrd
8. Court Reporter Contracts (Superior Court) – Commissioner Byrd
9. Commercial Driveway Access Denial Appeal (Schwend Inc. / Bembry Road) – Commissioner Robinson
10. Temporary Road Closure (Georgia Southern Railroad / Valley Drive) – Commissioner Robinson
11. Intergovernmental MOA (Woodfield Subdiv. Drainage Study / City of WR) – Commissioner Robinson
12. Easement Request (GA Power / Moody Road Tank) – Commissioner Walker
13. Bid Award (Scott Road Extension / Everett Dykes) – Commissioner Walker
14. Bid Award (Jet-Vac Truck / Water Dept.) – Commissioner Walker
15. Approval of Bills - Commissioner Perdue

Public Comments

Commissioner Comments

Motion for Adjournment

Special Exception Summary

Application	Applicant	Location	Proposed Use	Z & A Recommendation/Comments
2463	Coty & Elizabeth Camposano	111 Jubilee Circle	Jewelry & Crafts (Internet Sales)	Approved unanimously
2470	Nakevius & Nancy Bryant	495 Hwy. 26 W	Trucking	Denied unanimously, due to the applicant not being present at the hearing
2477	Regina Kaye Hafford	220 Brantley Ridge	Medical Case Management	Denied unanimously, due to the applicant not being present at the hearing
2484	Mike Reece	252A Lake Joy Road	Information Consulting	Approved unanimously
2486	Danny Hampton	501 Boxelder Court	Toys, Games and Collectibles (Internet)	Approved unanimously
2487	Jason Trudell	404 Yuma Court	Pressure Washing	Approved unanimously, with the condition to allow the use of a 6 ft. x 12 ft. open trailer for the business
2488	Ray Chapman	605 Trails End Circle	Electrical Contractor	Approved unanimously, with the condition to allow the use of a 6 ft. x 12 ft. open trailer for the business
2489	Luke Yoder	336 Duke Road	Construction	Approved unanimously, with the condition to allow the use of a 7 ft. x 16 ft. enclosed trailer for the business
2490	Troy Brantley	201 Sleepy Lane	Landscaping	Approved unanimously, with the condition to allow the use of a 7 ft. x 16 ft. enclosed trailer for the business
2491	Andrew & Faith Richardson	301 Rose Pointe Court	Women's Beauty Supplies and Acc. (Internet Sales)	Approved unanimously
2492	William Ellis	2618 Hwy. 41 N	Plumbing	Approved unanimously, with the condition to allow the use of a 5 ft. x 8 ft. open trailer for the business
2493	Amy Brown	119 Shenandoah Trail	Consulting	Approved unanimously
2494	Bruce Scott	102 Old Perry Road	Signs	Approved unanimously
2495	Tabitha Crawford	101 First Street	Cleaning	Approved unanimously

Special Exception Summary

2496	Robert T. Tuggle III	Pitts Road	Processing of Commodities Raised on the Premises	Approved unanimously, with the condition that the operation is limited to providing service to the applicant and two additional local farms
2498	Hayneville Church of God	311 Pitts Road	Cemetery	Approved unanimously

At the May 4, 2021 meeting the Board tabled the following applications and sent them back to Zoning & Appeals for reconsideration:

Application #2463	Coty & Elizabeth Camposano	Jewelry & Crafts (Internet Sales)
Application #2470	Nakevius & Nancy Bryant	Trucking
Application #2477	Regina Kaye Hafford	Medical Case Management
Application #2484	Mike Reece	Information Consulting

Both Applications #2470 and #2477 are recommended for denial due to the applicants not being present at the second hearing.

Applications #2463 and #2484 are now recommended unanimously for approval with stipulations as noted on the Zoning & Appeals recommendation and Section 95 Requirements staff report.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the following applications to include any and all stipulations as noted on the Zoning & Appeals recommendation and Section 95 Requirements staff report:

#2463 – Coty & Elizabeth Camposano	Jewelry & Crafts (Internet Sales)
#2484 – Mike Reece	Information Consulting

and, to deny the following applications:

#2470 – Nakevius & Nancy Bryant	Trucking
#2477 – Regina Kaye Hafford	Medical Case Management

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2463

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Coty and Elizabeth Camposano
2. Applicant's Phone Number 478-542-1984
3. Applicant's Mailing Address 111 Jubilee Circle Bonaire, GA 31005
4. Property Description LL 196, 10th Land District of Houston County, Georgia, Lot 20, Block "D", Section 1, Phase 2 of Peachtree Estates Subdivision, consisting of 0.43 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Jewelry and Crafts (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

03/02/2021
Date


Applicant

Application # 2463

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: March 2, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Notice being posted on the property: April 9, 2021

Date of Public Hearing: May 24, 2021

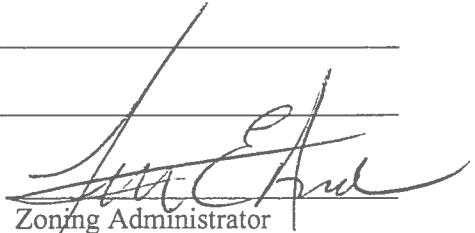
Fee Paid: \$100.00 Receipt # 41936

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2470

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

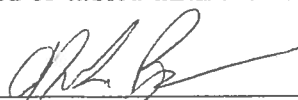
1. Name of Applicant Nakevius and Nancy Bryant
2. Applicant's Phone Number 478-244-1659
3. Applicant's Mailing Address 495 Hwy. 26 W Elko, GA 31025
4. Property Description LL 234, 14th Land District of Houston County, Georgia, Lot 8 of Permac Properties Subdivision, consisting of 2.02 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation
for a Trucking Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

3/11/2021
Date


Applicant

Application # 2470

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: March 11, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Notice being posted on the property: April 9, 2021

Date of Public Hearing: May 24, 2021

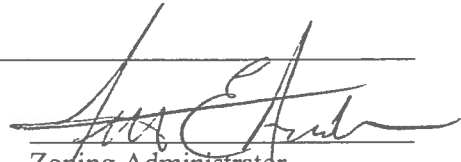
Fee Paid: \$100.00 Receipt # 41943

Recommendation of Board of Zoning & Appeals:

Approval _____ Denial X Tabled _____

Comments: Denied unanimously, due to the applicant not being present at the hearing.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2477

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

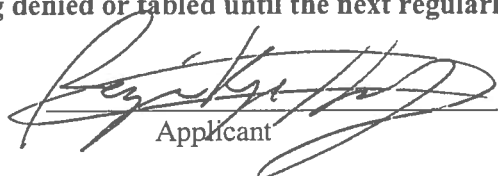
1. Name of Applicant Regina Kaye Hafford
2. Applicant's Phone Number 478-954-9385
3. Applicant's Mailing Address 220 Brantley Ridge Warner Robins, GA 31088
4. Property Description LL 92, 10th Land District of Houston County, Georgia, Lot 9, Block "C", Section 2 of The Brantley Subdivision, consisting of 1.2 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Medical Case Management Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

3-17-21
Date


Applicant

Application # 2477

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: March 17, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Notice being posted on the property: April 9, 2021

Date of Public Hearing: May 24, 2021

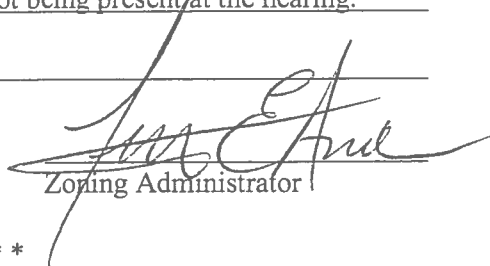
Fee Paid: \$100.00 Receipt # 41950

Recommendation of Board of Zoning & Appeals:

Approval _____ Denial X Tabled _____

Comments: Denied unanimously, due to the applicant not being present at the hearing.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2484

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

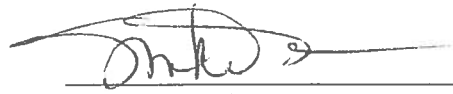
1. Name of Applicant Mike Reece
2. Applicant's Phone Number 478-957-5557
3. Applicant's Mailing Address 252A Lake Joy Road Perry, GA 31069
4. Property Description LL 117, 10th Land District of Houston County, Georgia, as shown on a plat of survey for Michael Reece including Parcels 8-B and 9-B, consisting of 15.9 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation for an Information Consulting Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

3/30/21
Date


Applicant

Application # 2484

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: March 30, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Notice being posted on the property: April 9, 2021

Date of Public Hearing: May 24, 2021

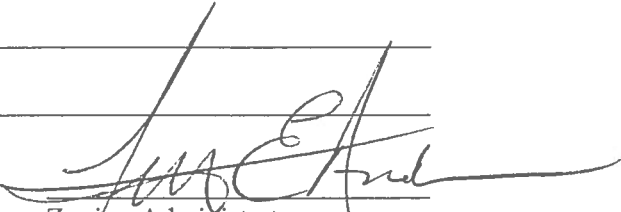
Fee Paid: \$100.00 Receipt # 41959

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: April 7 & 14, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

Zoning & Appeals Recommendation

		<u>Vote</u>	<u>Approval</u>	<u>Denial</u>	<u>Table</u>
#2486 – Danny Hampton	Toys-Games-Etc.-Internet	Unanimous	X		
#2487 – Jason Trudell	Pressure Washing	Unanimous	X		
#2488 – Ray Chapman	Electrical Contractor	Unanimous	X		
#2489 – Luke Yoder	Construction	Unanimous	X		
#2490 – Troy Brantley	Landscaping	Unanimous	X		
#2491 – Andrew & Faith Richardson	Beauty Supp. & Access.-Internet	Unanimous	X		
#2492 – William Ellis	Plumbing	Unanimous	X		
#2493 – Amy Brown	Consulting	Unanimous	X		
#2494 – Bruce Scott	Signs	Unanimous	X		
#2495 – Tabitha Crawford	Cleaning	Unanimous	X		
#2496 – Robert T. Tuggle, III	Processing of Commodities	Unanimous	X		
	Raised on the Premises				
#2498 – Hayneville Church of God	Cemetery	Unanimous	X		

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the presented applications to include any and all stipulations as noted on the Zoning & Appeals recommendation and Section 95 Requirements staff report.

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2486

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

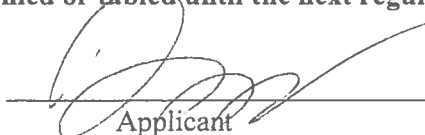
1. Name of Applicant Danny Hampton
2. Applicant's Phone Number 229-326-9207
3. Applicant's Mailing Address 501 Boxelder Court Bonaire, GA 31005
4. Property Description LL 42, 11th Land District of Houston County, Georgia, Lot 9, Block "G", Section 2, Phase 2 of Olde Hickory Village Subdivision, consisting of 0.48 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation for a Toys, Games and Collectibles (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

1 Apr 21
Date


Applicant

Application # 2486

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: April 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

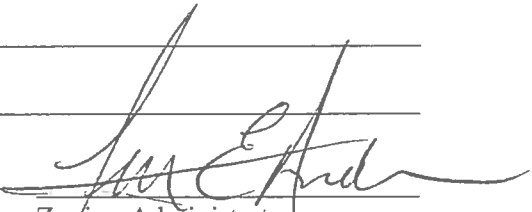
Fee Paid: \$100.00 Receipt # 41961

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2487

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

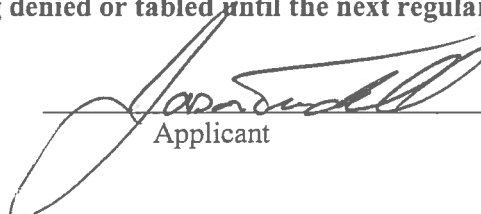
1. Name of Applicant Jason Trudell
2. Applicant's Phone Number 706-405-9703
3. Applicant's Mailing Address 404 Yuma Court Warner Robins, GA 31088
4. Property Description LL 100, 10th Land District of Houston County, Georgia, Lot 29, Block "G", Section 4, Phase 1 of Pioneer Acres Subdivision, consisting of 0.62 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Pressure Washing Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/1/21
Date


Applicant

Application # 2487

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

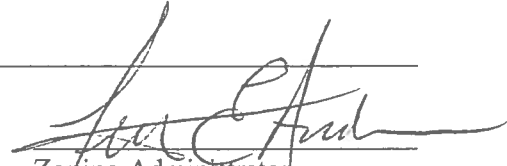
Fee Paid: \$100.00 Receipt # 41962

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 6 ft. x 12 ft.
open trailer for the business.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2488

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

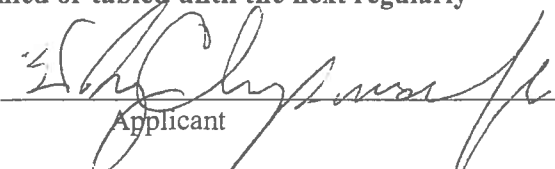
1. Name of Applicant Ray Chapman
2. Applicant's Phone Number 478-538-3403
3. Applicant's Mailing Address 605 Trails End Circle Bonaire, GA 31005
4. Property Description LL 88, 11th Land District of Houston County, Georgia, Lot 3, Block "A", Section 4 of Southfield Plantation Subdivision, consisting of 0.35 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Electrical Contractor Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/5/21
Date


Applicant

Application # 2488

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 5, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

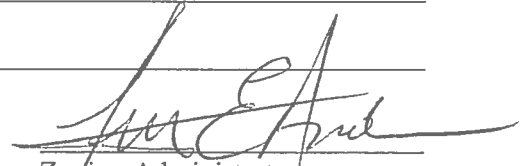
Fee Paid: \$100.00 Receipt # 41963

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 6 ft. x 12 ft.
open trailer for the business.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2489

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

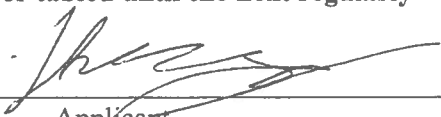
1. Name of Applicant Luke Yoder
2. Applicant's Phone Number 478-952-3420
3. Applicant's Mailing Address 336 Duke Road Perry, GA 31069
4. Property Description LL 86, 14th Land District of Houston County, Georgia, Tract 5 as shown on a plat of survey for Luke Yoder, consisting of 15.5 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for Home Occupation
for a Construction Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4-5-21
Date


Applicant

Application # 2489

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: April 5, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

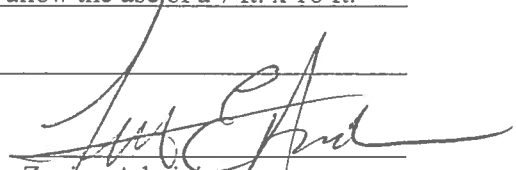
Fee Paid: \$100.00 Receipt # 41964

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 7 ft. x 16 ft. enclosed trailer for the business.

May 24, 2021
Date


Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2490

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Troy Brantley
2. Applicant's Phone Number 478-919-5480
3. Applicant's Mailing Address 201 Sleepy Lane Warner Robins, GA 31088
4. Property Description LL 125, 10th Land District of Houston County, Georgia, Lot 12, Block "C", Section 1, Phase 2 of Sleepy Hollow Subdivision, consisting of 0.40 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Landscaping Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/15/21

Date


Applicant

Application # 2490

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 5, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

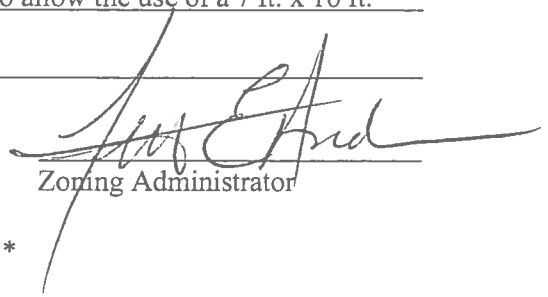
Fee Paid: \$100.00 Receipt # 41965

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 7 ft. x 16 ft. enclosed trailer for the business.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2491

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Andrew and Faith Richardson
2. Applicant's Phone Number 478-297-5487
3. Applicant's Mailing Address 301 Rose Pointe Court Bonaire, GA 31005
4. Property Description LL 43, 11th Land District of Houston County, Georgia, Lot 149, Section 1 of Forestbrooke Subdivision, consisting of 0.36 Acres
5. Existing Use Residential
6. Present Zoning District PUD
7. Proposed Use Special Exception for Home Occupation for a Women's Beauty Supplies and Accessories (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

9 APR 21
Date


Applicant

Application # 2491

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: April 9, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

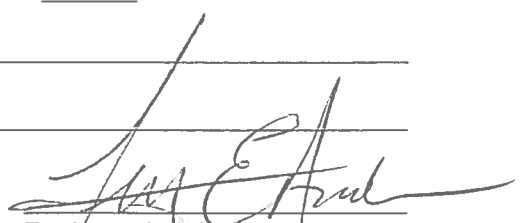
Fee Paid: \$100.00 Receipt # 41966

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~
HOUSTON COUNTY**

Application No. 2492

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant William Ellis
2. Applicant's Phone Number 478-954-8404
3. Applicant's Mailing Address 2618 Hwy. 41 N Fort Valley, GA 31030
4. Property Description LL 91, 10th Land District of Houston County, Georgia, as shown on a plat of survey for James C. Culpepper, consisting of 3.67 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for Home Occupation
for a Plumbing Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/14/2021
Date


Applicant

Application # 2492

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: April 14, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

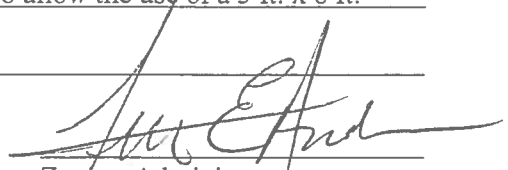
Fee Paid: \$100.00 Receipt # 41967

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 5 ft. x 8 ft.
open trailer for the business.

May 24, 2021
Date


Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~
HOUSTON COUNTY**

Application No. 2493

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Amy Brown
2. Applicant's Phone Number 478-335-4038
3. Applicant's Mailing Address 119 Shenandoah Trail Warner Robins, GA 31088
4. Property Description LL 223, 10th Land District of Houston County, Georgia, Lot 2, Block "D", Section 2, Phase 2 of South Oaks Subdivision, consisting of 0.55 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Consulting Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

16 April 2021
Date

Amy Brown
Applicant

Application # 2493

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 16, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

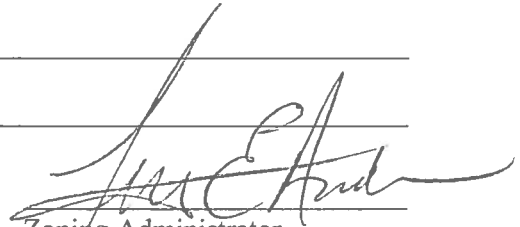
Fee Paid: \$100.00 Receipt # 41968

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2494

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:


1. Name of Applicant Bruce Scott
2. Applicant's Phone Number 478-542-0104
3. Applicant's Mailing Address 102 Old Perry Road Bonaire, GA 31005
4. Property Description LL 19, 11th Land District of Houston County, Georgia, Lot 34 of Davidson West Annex Subdivision, consisting of 0.50 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Signs Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/19/2021
Date


Applicant

Application # 2494

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 19, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

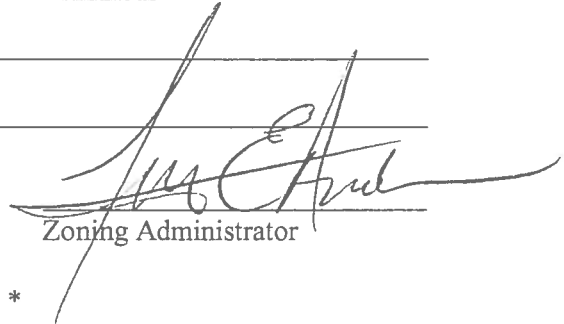
Fee Paid: \$100.00 Receipt # 41969

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2495

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

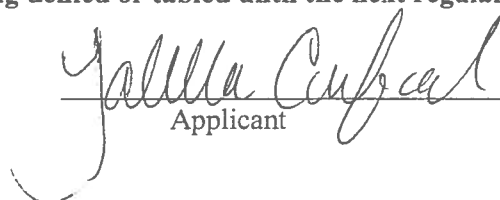
1. Name of Applicant Tabitha Crawford
2. Applicant's Phone Number 478-258-4827
3. Applicant's Mailing Address 101 First Street Bonaire, GA 31005
4. Property Description LL 12, 11th Land District of Houston County, Georgia, Lot 1 of Mrs. A.L. Sasser Subdivision, consisting of 0.41 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for Home Occupation
for a Cleaning Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4.20.21
Date


Applicant

Application # 2495

**For Official Use Only
(Zoning and Appeals Commission)**

Houston County Zoning and Appeals Commission

Date Filed: April 20, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

Fee Paid: \$100.00 Receipt # 41970

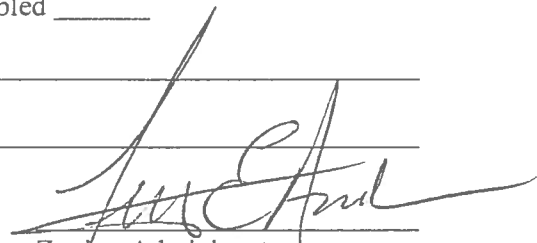
Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021

Date



Zoning Administrator

**For Official Use Only
(Houston County Board of Commission)**

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2496

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:


1. Name of Applicant Robert T. Tuggle III
2. Applicant's Phone Number 478-987-2622
3. Applicant's Mailing Address P.O. Box 89 Perry, GA 31069
4. Property Description LL 34 & 35, 13th Land District of Houston County, Georgia, as shown on a plat of survey for Paul Antonio Quiros & Dwight John Davis, consisting of 9.01 Acres
5. Existing Use Agricultural
6. Present Zoning District R-AG
7. Proposed Use Special Exception for Processing of Commodities Raised on the Premises
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4/27/21
Date


Applicant

Application # 2496

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 21, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

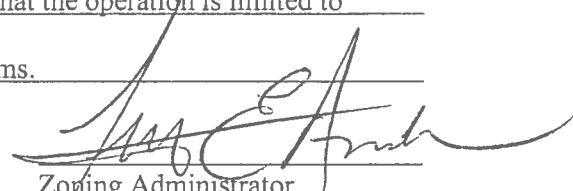
Fee Paid: \$100.00 Receipt # 41971

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition that the operation is limited to providing service to the applicant and two additional local farms.

May 24, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE
HOUSTON COUNTY**

Application No. 2498

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Hayneville Church of God
2. Applicant's Phone Number 478-951-9614
3. Applicant's Mailing Address 311 Pitts Road Hawkinsville, GA 31036
4. Property Description LL 31, 13th Land District of Houston County, Georgia, Tract 4 as shown on a plat of survey for Hayneville Church of God, consisting of 5.58 Acres
5. Existing Use Church
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Cemetery

8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.

4-26-2021

Date

John Revell

Applicant

Application # 2498

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 26, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Notice being posted on the property: May 7, 2021

Date of Public Hearing: May 24, 2021

Fee Paid: \$100.00 Receipt # 41973

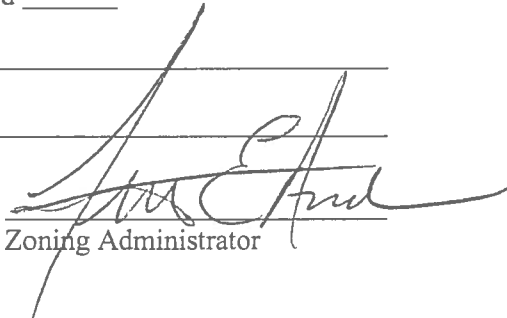
Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 24, 2021

Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 1, 2021

Date of Notice in Newspaper: May 5 & 12, 2021

Date of Public Hearing: June 1, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

Board Appointments

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the following reappointments:

Zoning & Appeals Board:	Frank Cook	6/06/21 thru 6/05/25
	John Trussell	6/06/21 thru 6/05/25
Planning & Zoning:	Bill Schwanebeck	6/06/21 thru 6/30/25

Chad Bryant, representing Houston Lake Liquors property owners Manjula and Avenika Patel, has requested annexation into the City of Perry for a 1.287-acre property (Tax Parcel 000800 008000) located at 1946 Houston Lake Road. The property is currently zoned County C-2 and the proposed zoning upon annexation is Perry C-2 (General Commercial District). The property is contiguous to the Perry city limits and this will not create an unincorporated island. This property is a current Houston County water customer.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Perry annexation request for a 1.287-acre property (Tax Parcel 000800 008000) located at 1946 Houston Lake Road.



Where Georgia comes together.

Department of Community Development

Received

MAY 19 2021

Houston County Commissioners

Warner Robins, GA

May 18, 2021

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, Georgia 31088

CERTIFIED MAIL

Dear Commissioners,

Please be advised the City of Perry, Georgia, has received an application requesting annexation into the City of Perry for the property listed below:

Property is located at 1946 Houston Lake Road

Parcel (HC 000800 008000) 1.287 acres

Legal description as attached labeled Exhibit A

Current zoning for the property within Houston County is C-2. The request is for annexation and rezoning into the City of Perry for C-2, General Commercial District. The property is currently developed, and current use will continue.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, July 6, 2021 at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures

Received 5/14/21
B&W



Where Georgia comes together.

Application # Annex #0145-
2021

Application for Annexation
Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Chad Bryant	Manjula/Avenika Patel
*Title	Engineer	Houston Lake Liquors
*Address	906 Ball Street Perry, GA 31069	1946 Houston Lake Rd
*Phone	478-714-1594	917-482-0631
*Email	chad@bryantengllc.com	

Property Information

*Street Address or Location	1946 Houston Lake Rd Kathleen, GA 31047
*Tax Map #(s)	000800 008000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.

Request

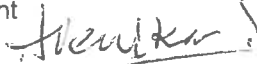

*Current County Zoning District	C2 (Houston County)	*Proposed City Zoning District	C2 (City of Perry)
*Please describe the existing and proposed use of the property			
liquor store			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No X
If yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. Signatures:

*Applicant 	*Date 5/13/21
*Property Owner/Authorized Agent 	*Date 5/13/21

Standards for Granting a Zoning Classification

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

see attachment

RE: Annexation Application**Chad Bryant** <chad@bryantengllc.com>

Fri 5/14/2021 4:45 PM

To: Bryan Wood <bryan.wood@perry-ga.gov>**Cc:** courtney@bryantengllc.com <courtney@bryantengllc.com>

Bryan,

Please see the responses for "Standards for Granting a Zoning Classification" for Houston Lake Liquors on Houston Lake Road and Hwy 127

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? None
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties. This intersection is currently zoned commercial as well as neighboring properties. We anticipate further commercial development in proximity to this site.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties. The proposed zoning district is as it exists today and will not adversely impact the surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan. The use proposed is existing and is not proposed to be changed. The Comprehensive Plan shows this area as commercial.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services. This site is currently developed. All transportation and water infrastructure is currently in place. A sewer availability letter has been submitted to the City of Perry and we are awaiting a response
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district. This development is existing, however is currently on a septic system that is failing. The site needs sewer expanded to the site and as such will require Annexation.

Please let me know if this email is sufficient or if you need it uploaded to the portal. Have a great weekend!

Chad Bryant

President



906 Ball Street, Suite A, Perry, Georgia 31069

Office: 478-224-7070, Cell: 478-714-1594

Bryantengllc.com**From:** Bryan Wood [mailto:bryan.wood@perry-ga.gov]**Sent:** Friday, May 14, 2021 1:42 PM**To:** Chad Bryant <chad@bryantengllc.com>**Subject:** Annexation Application

180122

Return To:

Fricks Bohan, LLC
466 S. Houston Lake Road, Suite A
Warner Robins, GA 31088



Doc ID: 015419420002 Type: GLR
Recorded: 12/27/2018 at 10:02:06 AM
Fee Amt: \$997.00 Page 1 of 2
Transfer Tax: \$985.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 8051 PG 257-258

2018112449

STATE OF GEORGIA
COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, made this 14th day of December, 2018, between **Dev-Veer, Inc.** of the County of Houston, and the State of Georgia, ("Grantor") and **Manjula B Patel and Avenika Patel** as joint tenants with survivorship and not as tenants in common, ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, administrators, executors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

All that tract or parcel of land, situate, lying and being in Land Lot 183 of the Tenth Land District, Houston County, Georgia, comprising 1.287 acres and being known and designated as Tract "A", according to a plat of survey of record in Plat Book 72, Page 124, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated by reference for all purposes.

Subject to all easements, ordinances, rights-of-way as they now exist, or as shown on said plat, together with all other easements, ordinances, covenants, conditions, restrictions and rights-of-way of record, if any.

Address under current system of numbering: 1947 Houston Lake Road, Kathleen, Georgia.

Deed Reference: Deed Book 5194, Page 263, said Clerk's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed, signed, sealed and delivered this deed, the day and year above written.

Dev-Veer, Inc.

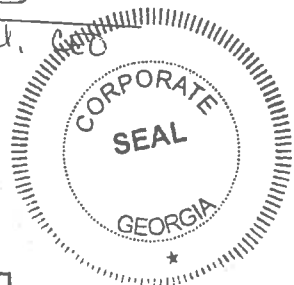
BY: [Signature]
Sagatish Patel, CEO

Executed, signed, sealed and delivered
in the presence of:


[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC
My Commission Expires: 10/21/22

KIMBERLY CLARK
NOTARY PUBLIC
Houston County
State of Georgia
My Comm Expires October 21, 2022



#2449
Fricks Bohan, LLC
466 South Houston Lake Road
Suite A
Warner Robins, GA 31088
180124


Doc ID: 015419430011 Type: GLR
Recorded: 12/27/2018 at 10:02:52 AM
Fee Amt: \$30.00 Page 1 of 11
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 8051 PG 259-269

~~When recorded return to AMERICAN PRIDE BANK, LOAN OPERATIONS, 4740 LOG CABIN DRIVE,
MACON, GA 31204~~

Space Above This Line For Recording Data

DEED TO SECURE DEBT

DATE AND PARTIES. The date of this Deed To Secure Debt (GA) (Security Instrument) is December 14, 2018. The parties and their addresses are:

GRANTOR:
MANJULA B PATEL
3423 JORDAN ST
FLUSHING, NY 11358

AVENIKA PATEL
176 SANDALWOOD CIR
STATESBORO, GA 30458-7779


GRANTEE (Lender):
AMERICAN PRIDE BANK
Organized and existing under the laws of Georgia
4740 LOG CABIN DRIVE
MACON, GA 31204

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, bargain, transfer, convey and sell to Lender, with power of sale, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

MANJULA B PATEL
Georgia Deed To Secure Debt (GA)
GA/4XXXXXXX00000000001737028121118N

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Initials
AP
Page 1

The property is located in HOUSTON County at 1946 HOUSTON LAKE ROAD, KATHLEEN, Georgia 31047.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 10017036, dated December 14, 2018, from Grantor to Lender, with a loan amount of seven hundred and eighty five thousand dollars and zero cents (\$785,000.00) and maturing on November 15, 2021. Grantor and Lender agree, by this affirmative statement pursuant to O.C.G.A. § 44-14-80, to establish a perpetual or indefinite security interest in the Property conveyed to secure the Secured Debts.

B. All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, transfer, convey and sell the Property to Lender, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, deed to secure debt, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

10. **WARRANTIES AND REPRESENTATIONS.** Grantor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Grantor or to which Grantor is a party.

11. **PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for

MANJULA B PATEL
Georgia Deed To Secure Debt (GA)
GA/4XXXXXXXXX0000000001737028121118N

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AP
Page 3

Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

12. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. **Payments.** Grantor fails to make a payment in full when due.
- B. **Insolvency or Bankruptcy.** The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
- C. **Death or Incompetency.** Grantor dies or is declared legally incompetent.
- D. **Failure to Perform.** Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. **Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. **Other Agreements.** Grantor is in default on any other debt or agreement Grantor has with Lender.
- G. **Misrepresentation.** Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. **Judgment.** Grantor fails to satisfy or appeal any judgment against Grantor.
- I. **Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. **Name Change.** Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.
- K. **Property Transfer.** Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. **Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. **Insecurity.** Lender determines in good faith that a material adverse change has occurred in Grantor's financial condition from the conditions set forth in Grantor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- N. **Death or Incompetency of a Guarantor.** Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.
- O. **Failure to Comply with Laws.** Grantor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Grantor is subject or which apply to Grantor's business, property or assets.

Handwritten initials

P. *Fraud.* Grantor engages in fraud or material misrepresentation in connection with this transaction.

14. **REMEDIES.** On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Grantor appoints Lender as Grantor's agent and attorney-in-fact to exercise the power of sale and make such conveyance. Grantor covenants and agrees that a conveyance, including all recitals therein, made under the power of sale shall be binding and conclusive upon Grantor. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise, and are cumulative to the remedies for collection of the Secured Debt. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Lender may, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Lender designates. Lender or its designee may purchase the Property at any sale. Lender will give notice of sale including the time, terms and place of sale and a description of the Property as required by the applicable law in effect at the time of the sale.

Upon sale of the Property and to the extent not prohibited by law and after first paying all expenses, fees, charges and costs, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses, fees, charges, and costs of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

Upon a sale pursuant to this section, Grantor, or any person holding possession of the Property through Grantor, will immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person will be a tenant holding over and may be dispossessed in accordance with applicable law.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **COLLECTION EXPENSES AND ATTORNEYS' FEES.** On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs, and other legal expenses. If the Secured Debts are collected by or through an attorney after maturity, Grantor agrees to pay 15 percent of the principal and interest owing as attorneys' fees. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all

losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

17. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, deed to secure debt, security agreement or other lien document.

18. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

19. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. WAIVERS. Except to the extent prohibited by law, Grantor waives all homestead and other exemption rights relating to the Property.

MANJULA B PATEL
Georgia Deed To Secure Debt (GA)
GA/4XXXXXXXXX000000001737028121118N

Wolters Kluwer Financial Services ©1996, 2018 Bankers
Systems™

Initials
NF
AP
Page 7

21. **APPLICABLE LAW.** This Security Instrument is governed by the laws of Georgia, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

22. **JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS.** Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

23. **AMENDMENT, INTEGRATION AND SEVERABILITY.** This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

24. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. **NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

26. **AGREEMENT TO ARBITRATE.** Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Grantor; or foreclose against any property by any method or take

legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

27. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

28. SECURITY DEED. This Security Instrument is a deed passing legal title pursuant to the laws of the State of Georgia governing conveyances of property to secure debt and is not a mortgage.

SIGNATURES. By signing under seal, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

Manjula Patel (Seal)
MANJULA B PATEL

Signed, sealed and delivered in the presence of:

[Signature]
(Unofficial Witness)

KIMBERLY CLARK
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires October 21, 2022

[Signature]
(Notary Public, Houston County, Georgia)

Avenika Patel (Seal)
AVENIKA PATEL

Signed, sealed and delivered in the presence of:

[Signature]
(Unofficial Witness)

[Signature]
(Notary Public, Houston County, Georgia)

KIMBERLY CLARK
NOTARY PUBLIC
Houston County
State of Georgia
My Comm. Expires October 21, 2022

EXHIBIT "A"

All that tract or parcel of land, situate, lying and being in Land Lot 183 of the Tenth Land District, Houston County, Georgia, comprising 1.287 acres and being known and designated as Tract "A", according to a plat of survey of record in Plat Book 72, Page 124, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated by reference for all purposes.

Subject to all easements, ordinances, rights-of-way as they now exist, or as shown on said plat, together with all other easements, ordinances, covenants, conditions, restrictions and rights-of-way of record, if any.

Address under current system of numbering: 1947 Houston Lake Road, Kathleen, Georgia.

Deed Reference: Deed Book 5194, Page 263, said Clerk's Office.

Legal Description

AP' 18
2018112449/21

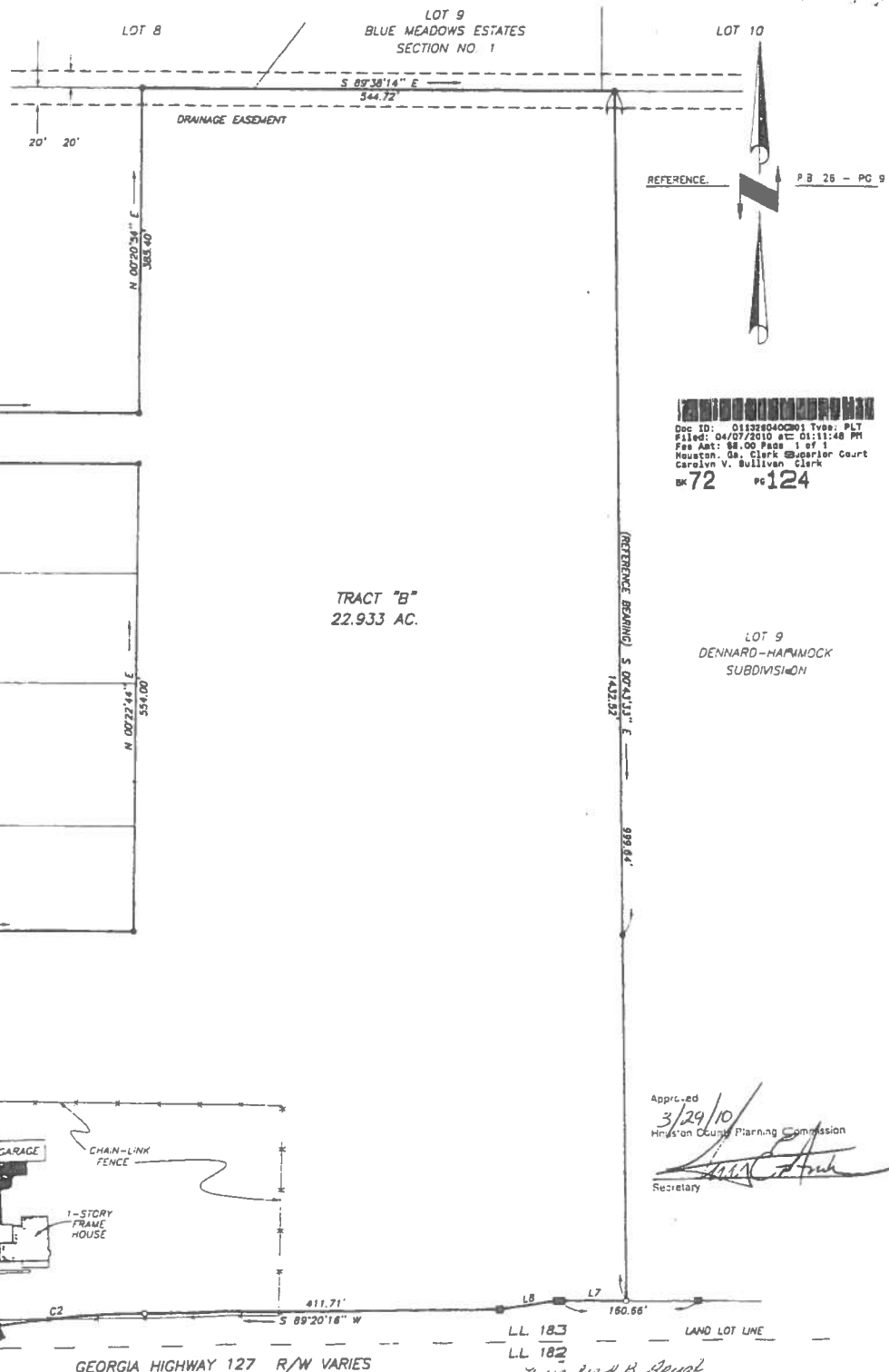
7/31/10

"THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED.

3/29/10 DATE Rhonda Moore OWNER'S OR AGENT'S SIGNATURE

LEGEND

- IRON PIN SET (3/8" REBAR UNLESS OTHERWISE NOTED)
- IRON PIN FOUND (3/8" REBAR UNLESS OTHERWISE NOTED)
- CMF CONCRETE MONUMENT FOUND



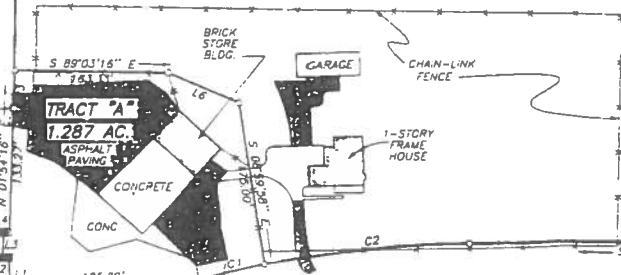
HOUSTON LAKE ROAD R/W VARIES

TRACT "B"
22.933 AC.

Doc ID: 01328040201 Type: PLT
Filed: 04/07/2010 at: 01:11:48 PM
Fee Amt: \$8.00 Page 1 of 1
Houston, Ga, Clerk Superior Court
Carolyn V. Sullivan, Clerk
BK 72 pg 124

LOT 9
DENNARD-HAMMOCK
SUBDIVISION

Approved
3/29/10
Houston County Planning Commission
[Signature]
Secretary



NOW OR FORMERLY
J.A. DAVIS

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

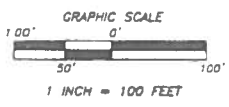
[Signature]
7-11-10

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N 03°37'50" W	30.72'
L2	N 89°10'18" W	18.59'
L3	N 02°11'54" E	128.31'
L4	S 88°05'43" E	6.45'
L5	N 01°48'14" E	40.73'
L6	S 66°58'24" E	21.86'
L7	S 89°56'40" W	176.31'
L8	S 81°39'16" W	188.90'

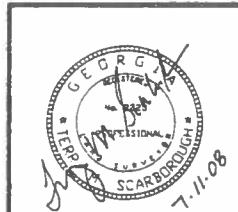
FIELD SURVEY CONDUCTED JULY 10, 2008
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 34,011 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE EQUIPMENT USED FOR MEASUREMENT ANGULAR LIETZ SET 3 LINEAR LIETZ SET 3

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 590,171 FEET



CURVILINEAR DATA

CLAVE	RADIUS	ARC	CHORD	DIRECTION
C1	1106.82'	87.14'	87.12'	S 76°10'58" W
C2	1106.82'	210.55'	210.23'	S 83°53'17" W
C3	11487.92'	40.33'	40.33'	N 01°48'14" E
C4	11487.92'	269.20'	269.20'	N 01°01'54" E



SURVEY FOR

GERALD B. ROYAL & WINIFRED B. ROYAL
A RECOMBINATION OF LOTS 2, 3, 6, 7, & 8
DENNARD-HAMMOCK SUBDIVISION
TALLING 24.220 ACRES - SITUATED AS SHOWN

IN LAND LOT 183 HOUSTON COUNTY, GEORGIA
SCALE: 1" = 100'

JULY 10, 2008

SCARBOROUGH LAND SURVEYS, INC.
389-B SOUTH HOUSTON LAKE ROAD
DUMPER SCOBEE, GA 31008 (923)-7481



Overview



Legend

-  Parcels
-  Roads

Parcel ID 000800 008000
 Class Code Commercial
 Taxing District County
 Acres 1.29

Owner PATEL MANJULA B
 PATEL AVENIKA
 1946 HOUSTON LAKE RD
 KATHLEEN, GA 31047

Last 2 Sales			
Date	Price	Reason	Qual
12/14/2018	\$985000	17	U
4/2/2010	\$800000	15	U

Physical Address 1946 HOUSTON LAKE RD
 Assessed Value Value \$467100
 Land Value Value \$182600
 Improvement Value Value \$267500
 Accessory Value Value \$17000

(Note: Not to be used on legal documents)

Date created: 5/19/2021
 Last Data Uploaded: 5/19/2021 6:03:17 AM

Developed by 

PR.051921.Patel.1946HoustonLakeRD

Request for annexation received 05-19-2021 – Agenda 6-1-2021 – 30th Day 6-18-2021

City Request Received From: Perry

Property Location: 1946 Houston Lake Road, Kathleen, GA 31047

Parcel ID: 000800 008000; 1.287 acres; Land Lot 183; Land District 10th

Zone Change: None – County C-2 to City C-2

Debra Presswood – No comments or concerns.

Tom Hall – Comments: The property is contiguous to the city limits. The annexation does not create an island. The zoning requested is the same as the County zoning.

Concerns: Preserve any County utilities.

Chief Stoner – No Comments or concerns.

Tim Andrews – No comments or concerns.

James Moore – No comments or concerns.

Public Works – **Robbie Dunbar** – No comments or concerns.

Terry Dietsch – On vacation. Water only acct. Janet Marcella.

Ronnie Heald – No comments or concerns.

Van Herrington – No comments or concerns.

Brian Jones – Comment: To remain a current Ho. Co. water customer.

Allen Mason – No comments or concerns.

Travis McLendon – No comments or concerns.

Ken Robinson – No comments or concerns.

Jeff Smith – No comments or concerns.

Sheriff Talton – No comments or concerns.

Alan Smith – No comments or concerns.

Capt. Ricky Harlowe – No response.

5

Scott Free, representing property owners Weyman D. Evans, Adelia E. Richardson, and Robert L. Richardson, has requested annexation into the City of Warner Robins for a 1.5-acre property (Tax Parcel 000520 251000) located southwest of the intersection of Lake Joy Road and Beulah Church Road. The property is currently zoned County R-AG and the proposed zoning upon annexation is Warner Robins C-2 (General Commercial District). The property is contiguous to the Warner Robins city limits and this will not create an unincorporated island. The requested zoning is compatible with the surrounding property.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Warner Robins annexation request for a 1.5-acre property (Tax Parcel 000520 251000) located southwest of the intersection of Lake Joy Road and Beulah Church Road.

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

May 17, 2021

Received

MAY 19 2021

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088

Houston County Commissioners

Warner Robins, GA

MAYOR
Randy Toms

MEMBERS OF COUNCIL

Post 1
Derek Mack
Post 2
Charlie Bibb
Post 3
Keith Lauritsen
Post 4
Kevin Lashley
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

CITY CLERK
Mandy Stella

CITY ATTORNEY
Julia Bowen Mize


Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins – property totaling 1.50 acres, located and having frontage on Lake Joy Road, situated Southwest of the intersection of Lake Joy Road and Beulah Church Road - Tax Parcel No., [000520 251000]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for annexation, pursuant to O.C.G.A. §36-36-20, *et seq.* (Article II or 100% Application Method). The owner of this property, who has filed a written request for annexation, is Weyman D. Evans, Adelia E. Richardson, and Robert L. Richardson. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is R-AG[Residential Agricultural District][County], and the proposed zoning and land use for this tract upon annexation is C-2[General Commercial District][City], under the zoning ordinance of the City of Warner Robins.

Respectfully,

City of Warner Robins, Georgia

By: 
Randy Toms, Mayor
For the Mayor and Council

cc: Barry Holland, County Administrator
Julia Bowen Mize, City Attorney

700 WATSON BLVD • P.O. Box 8629 • WARNER ROBINS, GEORGIA 31095

(478) 293-1000 ♦ FAX (478) 929-1124 ♦ www.wrga.gov

APPLICATION

Property Owner(s) Name: Wayman D. Evans
Adelia E. Richardson
Robert L. Richardson Cellphone: 1-913-306-2425

Company Name (if applicable): N/A Office Phone: N/A

Property Owner(s) Address: 720 South 7th St Leavenworth, KS 66048

Applicant's Name: Scott Free Cellphone: 478-951-3333

Company Name (if applicable): Caldwell Banker Free Realty Office Phone: 478-218-2600

Applicant's Address: 1271 S. Houston Lake Road, Warner Robins 31888

Property Information

PROPERTY OWNER IS REQUESTING THE ANNEXATION/REZONING PURSUANT TO OCGA § 36-36-21, OF:

ADDRESS/LOCATION: Lake Joy Road

Tract#: 2 Parcel#: Out lot 2 Land Lot(s): 124 Land District#: 10

County: Houston Tax Parcel#: 000520 251000 Total Acres: 1.50

Survey Prepared by: Waddle & Company Dated Dec 12, 2018

Recorded in Plat Book#: 80 Page#: 210-211

Present Zoning: RAG Requested Zoning: C-2

The property owner makes application in order to: (Describe in "detail" the reason for annex/rezone):

This parcel is under contract for a upscale
coffee shop with interior seating, drive thru and
outdoor seating area. The proposed use needs
city sewer as well as commercial zoning.

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: City of Warner Robins

Is sewer service available? Yes No Jurisdiction: City of Warner Robins

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the Owner/Applicant of scheduled date, times, and locations of the public meetings/hearings. The Owner/Applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

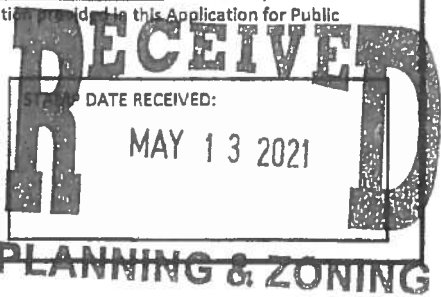
This form is to be executed under oath. I, Robert L. Richardson, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 23 day of April 2021.
DocuSigned by:

Owner/Applicant Signature: Bob Richardson

5FB4C2AF13AD4EE5

Print Name: Robert L. Richardson





Summary

Parcel Number 000520 251000
 Location Address LAKE JOY RD
 Legal Description OUT LOT 2, 1.50 AC LL 124 10 LD
 Class R3-Residential
 Zoning RAG
 Tax District County (District 1)
 Millage Rate 24.47
 Acres 1.5
 Homestead Exemption No (\$0)
 Landlot/District 125 / 10

[View Map](#)

EVANS WEYMAN D
 RICHARDSON ADELIA E ET AL
 720 SOUTH 7TH ST
 LEAVENWORTH, KS 66048

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	1.5

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
8/19/2019	8306 267	80 210	\$0	Partial interest or land contract	RICHARDSON ADELIA	EVANS WEYMAN D & RICHARDSON A ET AL*
8/19/2019	8306 264	80 210	\$0	Settling an estate or to satisfy debt or wishes	EVANS JOEL W DECEASED	EVANS WEYMAN D & RICHARDSON ADELIA ET AL

	2021	2020	2019
Previous Value	\$63,200	\$63,200	\$0
Land Value	\$59,700	\$63,200	\$63,200
+ Improvement Value	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0
= Current Value	\$59,700	\$63,200	\$63,200

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Houston County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, as use or interpretation is at the user's discretion.
[User Privacy Policy](#)
[GDPR Privacy Notice](#)

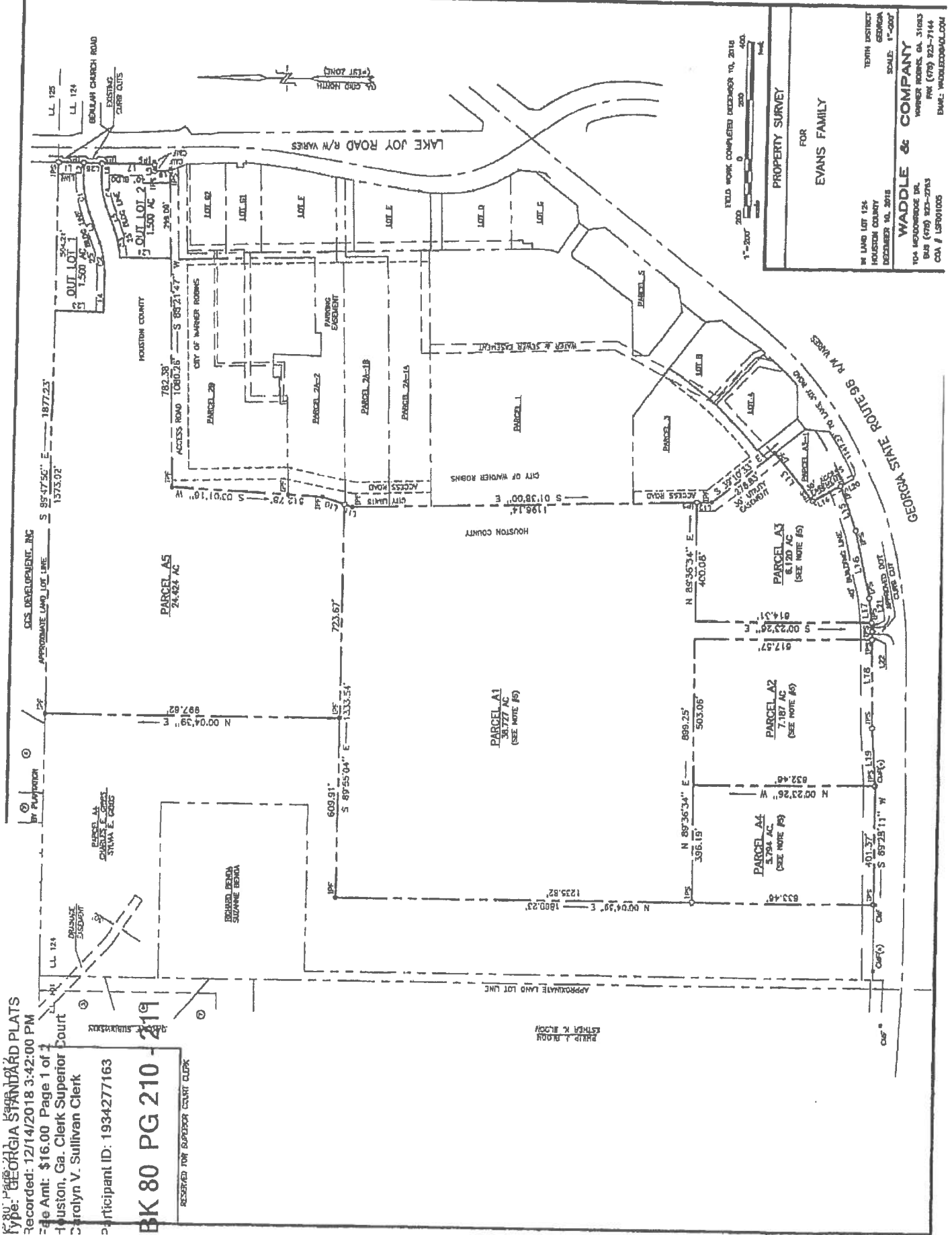


Last Data Update: 4/26/2021, 6:04:37 AM

Version 2.3.118

File # BK 80 PG 210-219
Type: GEORGIA STANDARD PLATS
Recorded: 12/14/2018 3:42:00 PM
Fee Amt: \$16.00 Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
Participant ID: 1934277163

BK 80 PG 210-219
RESERVED FOR SUPERIOR COURT CLERK



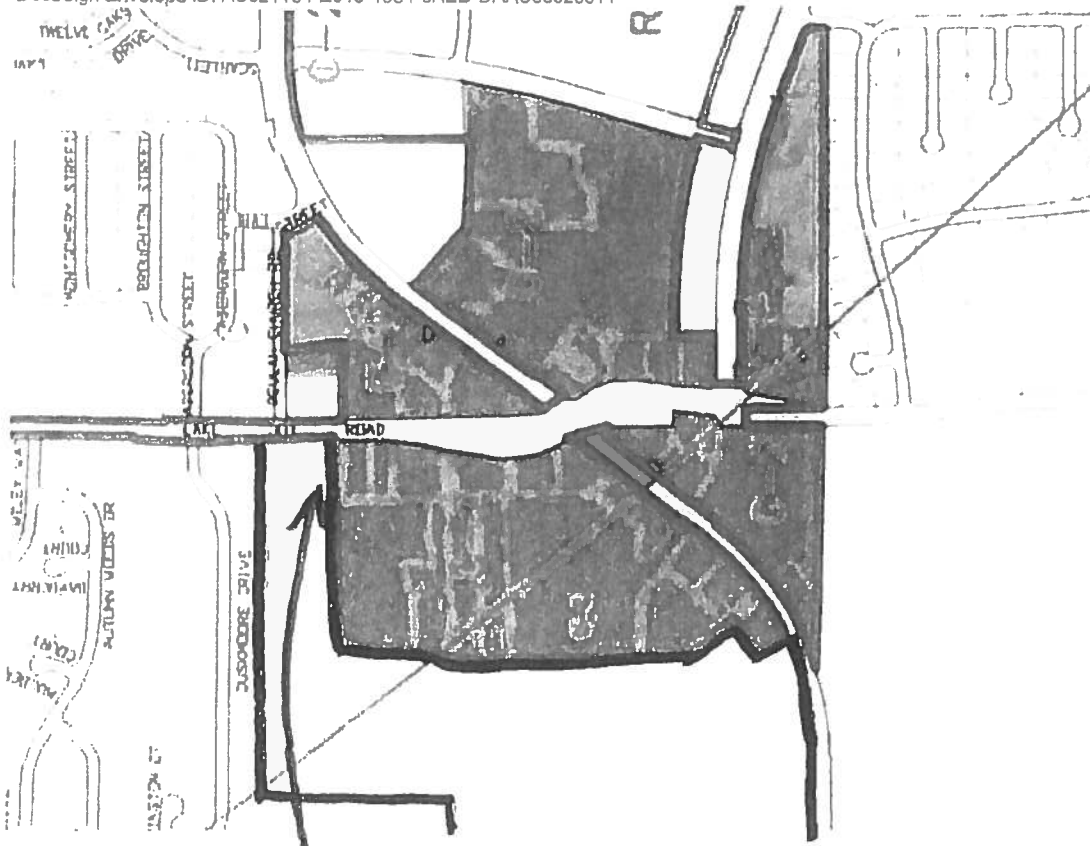
PROPERTY SURVEY
FOR
EVANS FAMILY

1"=200'
FIELD WORK COMPLETED DECEMBER 10, 2018

104 WOODBORO DR.
WARNER ROBINS, GA. 31083
TEL (770) 322-2973
COA # L3701005

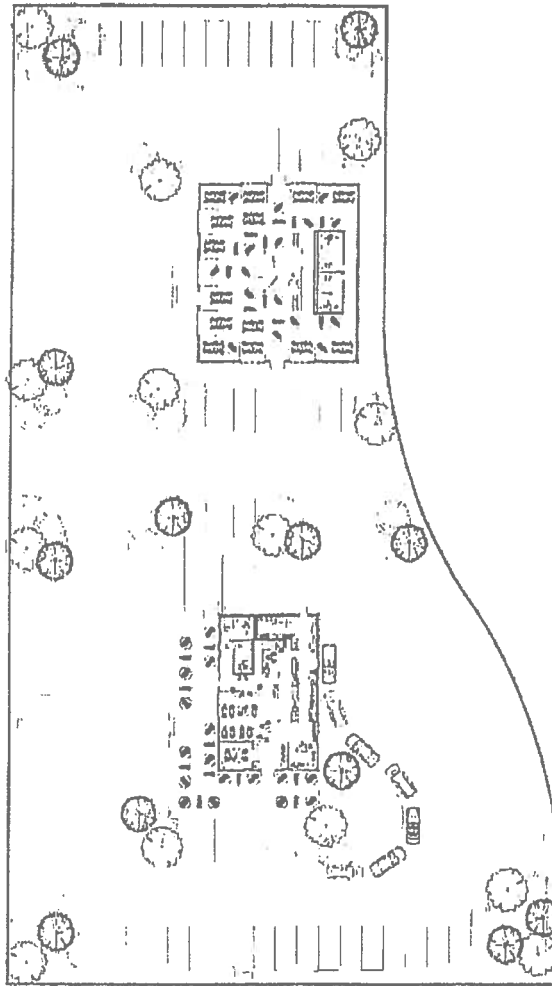
WADDLE & COMPANY
WARNER ROBINS, GA. 31083
TEL (770) 322-7144
EMAIL: WADDLECO@GOLDFM.COM

104 WOODBORO DR.
WARNER ROBINS, GA. 31083
TEL (770) 322-2973
COA # L3701005



Site

DESIGN LAYOUT SERVICES IS NOT LICENSED AS ARCHITECTS OR MECHANICAL ENGINEERS. THE PLANS, ELEVATIONS AND SPECIFICATIONS PROVIDED BY DESIGN LAYOUT SERVICES ARE NOT INTENDED TO REPLACE ARCHITECTURAL OR ENGINEERING PLANS THAT MAY BE REQUIRED BY THE LCCA, BUREAU'S DEPARTMENT.



FLOOR PLAN

SCALE: 1/8" = 1'-0"



DESIGN LAYOUT SERVICES
8110 Felmont Lane
Myrtle Beach, SC 29578
(812) 845-4458
designlayout.com



Overview



Legend

- Roads
- Parcels
- Corporate Limits
- <all other values>
- Didn't Match
- Missing Info
- They Match
- County Outlines
- <all other values>
- Peach
- Houston

Parcel ID	000520 251000	Alternate ID	66327	Owner Address	EVANS WEYMAN D
Sec/Twp/Rng	n/a	Class	Residential		RICHARDSON ADELIA E ET AL
Property Address	LAKE JOY RD	Acreage	1.5		720 SOUTH 7TH ST
					LEAVENWORTH, KS 66048

District	County
Brief Tax Description	OUT LOT 2, 1.50 AC LL 124 10 LD
	(Note: Not to be used on legal documents)

Date created: 5/17/2021
 Last Data Uploaded: 5/17/2021 5:24:34 AM

WR.051921.Evans-Richardson.LakeJoy

Request for annexation received 05-19-21 – Agenda 6-1-2021 – 30th Day 6-18-2021

City Request Received From: Warner Robins

Property Location: Lake Joy Road

Parcel ID: 000520 251000; 1.5 acres; Land Lot 124; Land District 10th

Zone Change: Houston County R-AG to C-2 City of Warner Robins

Debra Presswood – No comments or concerns.

Tom Hall – Comments: The property is contiguous to the existing City Limits. This annexation does not create an island. The requested zoning is compatible with the surrounding property.

Concerns: Preserve any County utilities.

Chief Stoner – No comments or concerns.

Tim Andrews – No comments or concerns.

James Moore – No comments or concerns.

Public Works:

Robbie Dunbar – No comments or concerns.

Terry Dietsch – On vacation. No trash acct. Janet Marcella.

Ronnie Heald – Design site to avoid drive through traffic backing up into Lake Joy.

Van Herrington – No comments or concerns.

Brian Jones – Comments: The business will be a county customer if they tap our main on Lake Joy Road.

Concerns: From 96 north to movie theater is served by a 8" & 2" master meter & billed to W.R. There is a fire line but no account/bill for it. If they tap our line on Lake Joy for water, they will be a county customer.

Allen Mason – No comments or concerns.

Travis McLendon – No comments or concerns.

Ken Robinson – No comments or concerns.

Jeff Smith – No comments or concerns.

Sheriff Talton – No comments or concerns.

Alan Smith – No comments or concerns.

Capt. Ricky Harlowe – No response.

Matthew Gerard Jagelewski has requested that a portion of Tucker Road that is located adjacent to his property at 233 Tucker Road, Warner Robins, Georgia in the unincorporated area of Houston County be abandoned. Pursuant to O.C.G.A. § 32-7-2(b)(1) a public notice of intent to abandon was advertised in the Houston Home Journal once a week for two weeks.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The Board of Commissioners to sign the Resolution abandoning a portion of Tucker Road located adjacent to 233 Tucker Road, Warner Robins, Georgia in the unincorporated area of Houston County described as follows:

All that tract or parcel of land, situate lying and being in Land Lot 162 of the Tenth Land District of Houston County, Georgia, being known and designated as all that portion of Tucker Road south of its intersection with Tucker Road-Kathryn Ryals Road Conn. as shown on the land survey which is recorded in Plat Book 75, Page 201, in the Clerk's Office, Houston Superior Court.

This conveyance is subject to any easements for drainage or utilities presently existing within the above described property. All valve markers shall not be removed from the above described property.

**A RESOLUTION OF RIGHT-OF-WAY ABANDONMENT
BY THE
BOARD OF COMMISSIONERS
OF
HOUSTON COUNTY, GEORGIA**

WHEREAS, Matthew Gerard Jagelewski, has requested that a portion of Tucker Road that is located adjacent to his property at 233 Tucker Road, Warner Robins, Georgia in the unincorporated area of Houston County, be abandoned; and

WHEREAS, a legal description is attached hereto as **Exhibit “A”** and a survey is attached hereto as **Exhibit “B”** of the above-referenced right-of-way to be considered for abandonment; and

WHEREAS, Mr. Jagelewski understands that as part of the Commissions consideration for abandonment, it is agreed that parcels 00076A 048000 and 00076A 069000 will be combined in order to maintain the proper road frontage for these parcels; and

WHEREAS, Section 32-7-2(b)(1) of the Official Code of Georgia Annotated authorizes a County to abandon a section of the County road system which has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it, or because its removal from the County road system is otherwise in the best public interest, after notice to property owners located thereon; and

WHEREAS said Section 32-7-2(b)(1) of the Official Code of Georgia Annotated provides that upon the certification by the County, recorded in its minutes, accompanied by a plat or sketch, after notice to property owners located thereon, the County may declare that section of roads to no longer be a part of the County road system, and the rights of the public in and to the section of roads as a public road shall cease; and

WHEREAS pursuant to Section 32-7-2(b)(1) of the Official Code of Georgia Annotated the adjoining property owner, was notified of the intent to abandon the section of right-of-way; and

WHEREAS, notice of the public hearing for the abandonment of the right-of-way described in **Exhibit “A”** and shown in **Exhibit “B”** was duly published within the County legal organ once a week for two weeks; and

WHEREAS, a public hearing was held on June 1, 2021 at the appointed time; and

WHEREAS, the owner of the property that abuts the referenced right-of-way sought to be abandoned, had actual notice of the proposed abandonment described herein, and no other legitimate objections thereto have been made.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

1. It is certified that the removal of the portion of Tucker Road within Houston County, Georgia as described and shown on the attached legal description (**see Exhibit “A”**) and survey (**see Exhibit “B”**) from the County road system is in the best public interest.

2. That the abandonment of said right-of-way herein described be and is approved.
3. That the best interest of Houston County would be served by the conveyance of said right-of-way to the abutting property owner so that it may be subject to taxation by Houston County.
4. That upon the recording of the plat combining parcels 00076A 048000 and 00076A 069000 the deed of abandonment be executed by the Chairman of the Board of Commissioners conveying interest in said right-of-way within Houston County, Georgia, as described and shown on the attached legal description (see Exhibit "A") and survey (see Exhibit "B") to the owner of the property that abuts the referenced right-of-way, their assigns, transferees and successors in interest.

This 1st day of June 2021.

**HOUSTON COUNTY
BOARD OF COMMISSIONERS**

Chairman Tommy Stalnaker

Commissioner Mark Byrd

Commissioner Dan Perdue

Commissioner Gail Robinson

Commissioner H. Jay Walker III

Attest: _____
Barry Holland
Director of Administration

EXHIBIT "A"

All that tract or parcel of land, situate lying and being in Land Lot 162 of the Tenth Land District of Houston County, Georgia, being known and designated as all that portion of Tucker Road south of its intersection with Tucker Road-Kathryn Ryals Road Conn. as shown on the land survey which is recorded in Plat Book 75, Page 201, in the Clerk's Office, Houston Superior Court.

This conveyance is subject to any easements for drainage or utilities presently existing within the above described property. All valve markers shall not be removed from the above described property.

(Above space for recording officer use)
Charge Houston County Board of Commissioners
Return to Houston County Legal Department

DEED OF ABANDONMENT

STATE OF GEORGIA

COUNTY OF HOUSTON

THIS INDENTURE, made this _____ day of _____, in the year of our Lord Two Thousand Twenty-one between **HOUSTON COUNTY** of the County of Houston, State of Georgia, as party of the first part, hereinafter referred to as "Grantor" and **MATTHEW G JAGELEWSKI and TOKCHA JAGELEWSKI**, as party of the second part, hereinafter referred to as "Grantee";

WITNESSETH

That the Grantor, for and in consideration of ONE AND NO/100 DOLLARS, and other good and valuable consideration, the receipt and adequacy whereof is acknowledged, has bargained, sold and by these presents does remise, convey and forever QUIT-CLAIM to the Grantee, its successors and assigns, the following described right of way parcel:

All that tract or parcel of land, situate lying and being in Land Lot 162 of the Tenth Land District of Houston County, Georgia, being known and designated as all that portion of Tucker Road south of its intersection with Tucker Road-Kathryn Ryals Road Conn. as shown on the land survey which is recorded in Plat Book 75, Page 201, in the Clerk's Office, Houston Superior Court.

This conveyance is subject to any easements for drainage or utilities presently existing within the above described property. All valve markers shall not be removed from the above described property.

TO HAVE AND TO HOLD the said described premises to the said Grantee, so that neither the said Grantor nor its successors or assigns, nor any other person or persons claiming under it shall at any time by any means or ways have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered
in the presence:

Witness

Notary Public

Board of Commissioners
of Houston County:

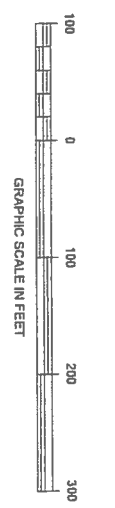
By: _____
Title: Chairman

Attest: _____
Title: Director of Administration

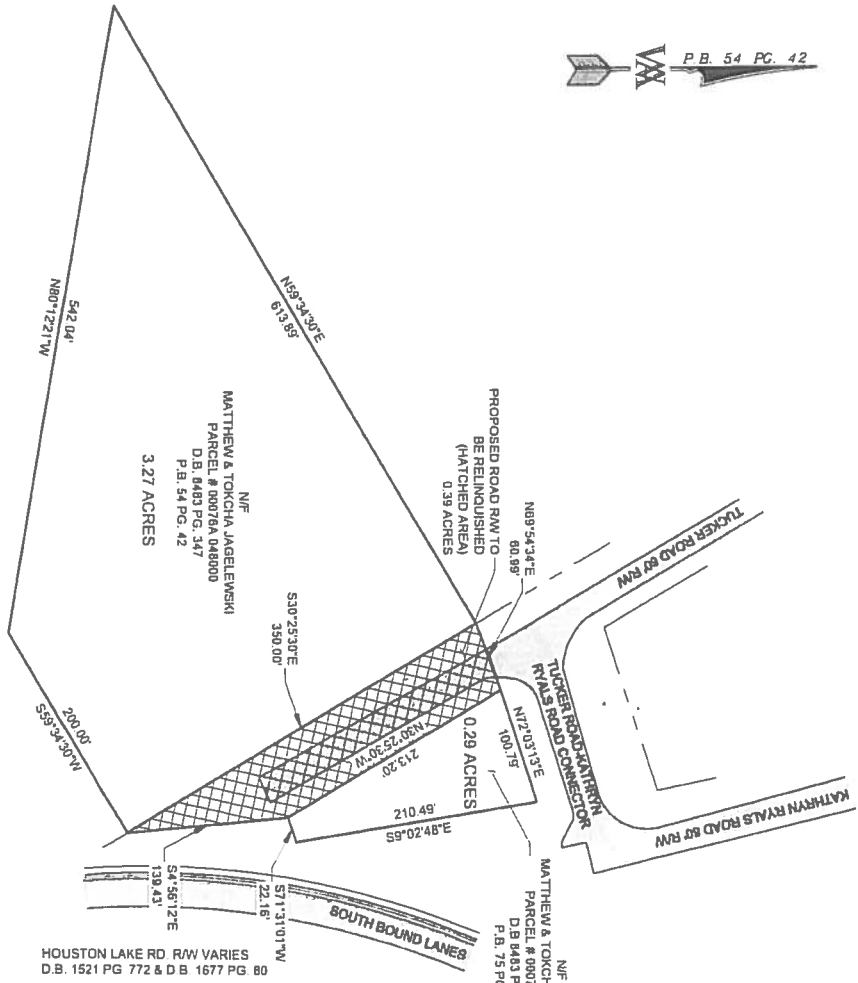
LEGEND OF SYMBOLS

PROPERTY LINE

ASPHALT



EXHIBIT, FOR DISCUSSION
 PURPOSES ONLY, NOT
 FOR RECORDING



- MISCELLANEOUS NOTES**
1. PROPERTY LINES SHOWN HEREON WERE COMPILED FROM MATTERS OF RECORD AND BE APPROXIMATE ONLY. THIS EXHIBIT IS NOT TO BE RECORDED AND SHOULD NOT BE USED TO CONVEY PROPERTY. NO FIELD WORK WAS CONDUCTED. PHYSICAL FEATURES TAKEN FROM AERIAL PHOTOGRAPHS.

Project No.:	1031-703
Drawing No.:	EXHIBIT
Drawn By:	W.S.B.
Checked By:	S.H.L.
R.L.S. No.:	
Date:	4-22-21
Scale:	1"=100'
Sheet No.:	1 of 1

EXHIBIT
 FOR
MATTHEW JAGIELEWSKI
 LAND LOT 162
 HOUSTON COUNTY
 10TH LAND DISTRICT
 GEORGIA

**WELLSTON ASSOCIATES
 LAND SURVEYORS, LLC**

506 ORIGINAL BOULEVARD, SUITE 2
 WYNER HOBBS, GEORGIA 31028
 OFFICE (478) 971-3182
 WWW.WELLSTONASSOC.COM

Revisions		
No.	Date	Description

IT IS THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY THE PROPERTY OF THE CLIENT AND TO BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE MADE OR REPRODUCED IN ANY FORM HEREIN WITHOUT PERMISSION.



Overview



Legend

- Parcels
- Roads

WILL COMBINE
THESE TWO
PARCELS TO
MAINTAIN ROAD
FRONTAGE

Parcel ID	00076A 048000	Owner	JAGLEWSKI MATTHEW G	Last 2 Sales			
Class Code	Residential		JAGLEWSKI TOKCHA	Date	Price	Reason	Qual
Taxing District	County		106 ORCHARD CREST LANE	2/11/2020	\$286000	19	U
Acres	3.27		BONAIRE, GA 31005	12/28/2016		29	U
		Physical Address	233 TUCKER RD				
		Assessed Value	Value \$132700				
		Land Value	Value \$33600				
		Improvement Value	Value \$87900				
		Accessory Value	Value \$11200				

(Note: Not to be used on legal documents)

Date created: 2/22/2021
Last Data Uploaded: 2/22/2021 6:02:42 AM

Developed by  **Schneider**
GEO SPATIAL

Houston County Board of Commissioners Abandonment of County Easement/Right-of- Way Request Form

Attach a \$75.00 check payable to Houston County Commissioners and six (6) copies of a plat that identifies the easement/right-of-way you wish the County to abandon. Return this form to the Commissioner's Office for processing. The \$75.00 fee consist of the following: \$25.00 is the cost for processing and reviewing the request and \$50.00 will be used for the County to draft and record the appropriate quit-claim deed. The County will record all plats with the Clerk's office. If your request is denied, the plats will be returned along with \$50.00 of the original \$75.00 fee. Please provide the following information:

1. Name: Matthew Gerard Jagelowski
 Address: 233 Tucker Rd
Warner Robins GA 31088
 Phone Number: 478 501-0167

2. Location and Description of Property:
Approximately 350' of the south end of Tucker Rd between parcel
00076A 048 000 3.27acres (233 Tucker Rd.) and 000 76A 069000 294 acres

3. Reason for Request:
Safety of my family. Poachers have shot at deer in my front yard With a high
Powered Rifle deer was between the poacher and my home. They used the
closed road for access. People dump garbage, do drugs, and one time having sex
in the front yard, Sheriff calls nothing they can do unless they catch them in the act.
The road separates two of sections of my property. the property would remain accessible
to utilities and easements, and emergency vehicles

For Office Use Only

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>
Inspections/P&Z	_____	_____	_____
Environmental Health	_____	_____	_____
Engineering	<input checked="" type="checkbox"/>	_____	<u>Rossie Wall</u> . see comments
Roads & Bridges	<input checked="" type="checkbox"/>	_____	<u>Tom McLeod</u>
Water	<input checked="" type="checkbox"/>	_____	<u>Bryan Jones</u> please see comments
Fire/E911	_____	_____	_____
Attorney	_____	_____	_____

Please review by 5/12/2021.

Scheduled for 6/1/2021 agenda.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

Abandonment of County Easement/ Right-of-Way Request

Please review, sign and return to Jordan Kelley by 05/11/2021.

Robbie Dunbar

[Signature]

Terry Dietsch

[Signature]

Esmt The County has ston pipe in R/W.
Will need to retain easement

Ronnie Heald

Ronnie Heald and access.

Van Herrington

[Signature]

We have w/m in ROW. Esmts to remain.
Valve markers shall NOT be removed
Brian Jones by owner.

Brian Jones

Allen Mason

[Signature]

Travis McLendon

Travis McLendon

Ken Robinson

[Signature]

Jeff Smith

[Signature]

Houston County Board of Commissioners Abandonment of County Easement/Right-of- Way Request Form

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For Office Use Only

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>
Inspections/P&Z	<input type="checkbox"/>	<input type="checkbox"/>	_____
Environmental Health	<input type="checkbox"/>	<input type="checkbox"/>	_____
Engineering	<input type="checkbox"/>	<input type="checkbox"/>	_____
Roads & Bridges	<input type="checkbox"/>	<input type="checkbox"/>	_____
Water	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fire/E911	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Chris Altman</u>
Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

Please review by 5/12/2021.

Scheduled for 6/1/2021 agenda.

Houston County Board of Commissioners Abandonment of County Easement/Right-of- Way Request Form

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For Office Use Only

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>
Inspections/P&Z	_____	_____	_____
Environmental Health	_____	_____	_____
Engineering	_____	_____	_____
Roads & Bridges	_____	_____	_____
Water	_____	_____	_____
Fire/E911	_____	_____	_____
Attorney	<u>X</u>	_____	<u>Subject to combining properties and any existing easements for utilities</u>

Please review by 5/12/2021.

Scheduled for 6/1/2021 agenda.

Houston County Board of Commissioners Abandonment of County Easement/Right-of-Way Request Form

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For Office Use Only

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>	<u>NON CONCURRENCE with "Reason For Request"</u>
Inspections/P&Z	_____	<u>X</u>	<u>[Signature]</u>	
Environmental Health	_____	_____	_____	
Engineering	_____	_____	_____	
Roads & Bridges	_____	_____	_____	
Water	_____	_____	_____	
Fire/E911	_____	_____	_____	
Attorney	_____	_____	_____	

Please review by 5/12/2021.

Scheduled for 6/11/2021 agenda.

The Superior Court has applied for, and been awarded, a grant for continuing the operation of the Mental Health Accountability Court established in 2015. This grant is made available through the State of Georgia and is administered by the Criminal Justice Coordinating Council (CJCC). The total award is \$179,089 of which \$161,180 are federal grant funds and the remaining \$17,909 is the required match from the County.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the acceptance of the Mental Health Accountability Court grant (#J22-8-072) in the amount of \$179,089 from the State of Georgia - Criminal Justice Coordinating Council for the purposes of continuing the Mental Health Accountability Court. Of that \$179,089, Houston County's required match is \$17,909. Chairman Stalnaker is authorized to sign all grant documents.

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Houston County Board of Commissioners

IMPLEMENTING

AGENCY: Houston County Commissioners

FEDERAL FUNDS: \$ 161,180

MATCHING FUNDS: \$ 17,909

PROJECT NAME: Mental Health Court

TOTAL FUNDS: \$ 179,089

SUBGRANT NUMBER: J22-8-072

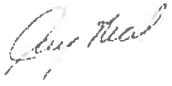
GRANT PERIOD: 07/01/21-06/30/22

This award is made under the Council of Accountability Courts Judges State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2021.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Director
Criminal Justice Coordinating Council

Signature of Authorized Official Date

Date Executed: 07/01/21

Typed Name & Title of Authorized Official

58-6000843-000

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/21	9		**	J22-8-072
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	\$ 161,180

Court reporter employment contracts for all three Superior Court judges expire on June 30th. The court reporters' function as independent contractors and serve at the pleasure of the court. Each of the Superior Court judges and their respective court reporters have executed the contracts. Terms of these contract renewals will be July 1, 2021 thru June 30, 2022.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Superior Court employment contracts for court reporters Wendy Nelson, Connie Montgomery, and Joy Malone for terms beginning July 1, 2021 and ending June 30, 2022.

EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between **BOARD OF COMMISSIONERS OF HOUSTON COUNTY**, hereinafter referred to as "County", and Joy Malone, hereinafter referred to as "Malone";

WITNESSETH

IN CONSIDERATION of the mutual benefits to be derived between the parties hereto, they do hereby agree as follows:

1.

EMPLOYMENT

The County hereby contracts with Malone to furnish official court reporting services on a full-time basis for Judge G.E. Adams as an independent contractor. Parties agree that Malone is entitled to charge for civil per diem, takedown, and per page rates for transcripts on all civil cases as provided by the Georgia Legislature. Malone will not be prohibited from obtaining additional outside court reporting services, but such employment will in no way interfere with her responsibilities to the Court.

1A.

SERVICES REGARDING CAPITAL LITIGATION

With reference to capital litigation, the County agrees to fund additional court reporting personnel as needed in order to meet statutory requirements and deadlines.

2.

TERMS

The terms of this Agreement shall be for a twelve month period commencing on July 1, 2021 and continuing until June 30, 2022. This contract shall be subject to an annual review by Judge Adams. Notwithstanding this annual review, the County shall terminate this Contract at any time at the recommendation of Judge Adams. Malone serves at the pleasure of the Court and may be terminated with or without cause in the Judge's sole discretion.

3.

COMPENSATION

Malone shall be compensated by the County at a yearly salary of \$67,000.00, payable in monthly installments of \$5,583.33, with the twelfth month rate being \$5,583.37. Monthly payments are to be paid on the first of each month for services rendered the preceding month. This first payment due herein shall be August 1, 2021, or at such time as the County normally pays payroll on the first of the month. The County shall not be responsible for the payment of any employment benefits, including, but not limited to retirement or insurance coverage. Any withholding required by law will be the responsibility of Malone.

4.

INDEMNITY

Malone agrees to hold the County harmless from any liability whatsoever and indemnify the County from any and all claims arising from services provided by Malone under this Contract.

5.

OFFICE AND SUPPLIES

The County agrees to provide suitable furnished office space within the Courthouse and will provide all paper, cassette tapes, CDs, digital recording devices and other office supplies and equipment necessary for reporting done on all criminal matters. Malone will be responsible for furnishing all supplies necessary for reporting any and all general civil and domestic matters. Malone will likewise be responsible for furnishing all additional court reporting equipment deemed necessary by her at her expense. The County agrees to furnish and maintain all recording equipment installed for use in Judge Adams's courtroom.

6.

LEAVE AND VACATION

Leave and vacation time will be scheduled at the discretion of Judge Adams so as not to conflict with scheduling of the Court. Malone acknowledges that she is an independent contractor and therefore is not entitled to any County leave or vacation time as normally scheduled for other County employees and is not a part of the County Merit System.

7.

BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

8.

ENTIRE AGREEMENT

This document represents the entire agreement between the parties and may not be changed except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written.

**BOARD OF COMMISSIONERS OF
HOUSTON COUNTY**

By: _____

Title: Chairman

Attest: _____

Title: Director of Administration

**SUPERIOR COURT HOUSTON
JUDICIAL CIRCUIT**

By:  _____

Title: Superior Court Judge


Joy Malone Court Reporter

EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between **BOARD OF COMMISSIONERS OF HOUSTON COUNTY**, hereinafter referred to as "County", and Connie Montgomery, hereinafter referred to as "Montgomery";

WITNESSETH

IN CONSIDERATION of the mutual benefits to be derived between the parties hereto, they do hereby agree as follows:

1.

EMPLOYMENT

The County hereby contracts with Montgomery to furnish official court reporting services on a full-time basis for Judge Katherine Lumsden as an independent contractor. Parties agree that Montgomery is entitled to charge for civil per diem, takedown, and per page rates for transcripts on all civil cases as provided by the Georgia Legislature. Montgomery will not be prohibited from obtaining additional outside court reporting services, but such employment will in no way interfere with her responsibilities to the Court.

1A.

SERVICES REGARDING CAPITAL LITIGATION

With reference to capital litigation, the County agrees to fund additional court reporting personnel as needed in order to meet statutory requirements and deadlines.

2.

TERMS

The terms of this Agreement shall be for a twelve month period commencing on July 1, 2021 and continuing until June 30, 2022. This contract shall be subject to an annual review by Judge Lumsden. Notwithstanding this annual review, the County shall terminate this Contract at any time at the recommendation of Judge Lumsden. Montgomery serves at the pleasure of the Court and may be terminated with or without cause in the Judge's sole discretion.

3.

COMPENSATION

Montgomery shall be compensated by the County at a yearly salary of \$67,000.00, payable in monthly installments of \$5,583.33, with the twelfth month rate being \$5,583.37. Monthly payments are to be paid on the first of each month for services rendered the preceding month. This first payment due herein shall be August 1, 2021, or at such time as the County normally pays payroll on the first of the month. The County shall not be responsible for the payment of any employment benefits, including, but not limited to retirement or insurance coverage. Any withholding required by law will be the responsibility of Montgomery.

4.

INDEMNITY

Montgomery agrees to hold the County harmless from any liability whatsoever and indemnify the County from any and all claims arising from services provided by Montgomery under this Contract.

5.

OFFICE AND SUPPLIES

The County agrees to provide suitable furnished office space within the Courthouse and will provide all paper, cassette tapes, CDs, digital recording devices and other office supplies and equipment necessary for reporting done on all criminal matters. Montgomery will be responsible for furnishing all supplies necessary for reporting any and all general civil and domestic matters. Montgomery will likewise be responsible for furnishing all additional court reporting equipment deemed necessary by her at her expense. The County agrees to furnish and maintain all recording equipment installed for use in Judge Lumsden's courtroom.

6.

LEAVE AND VACATION

Leave and vacation time will be scheduled at the discretion of Judge Lumsden so as not to conflict with scheduling of the Court. Montgomery acknowledges that she is an independent contractor and therefore is not entitled to any County leave or vacation time as normally scheduled for other County employees and is not a part of the County Merit System.

7.

BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

8.

ENTIRE AGREEMENT

This document represents the entire agreement between the parties and may not be changed except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written.

**BOARD OF COMMISSIONERS OF
HOUSTON COUNTY**


By: _____

Title: Chairman

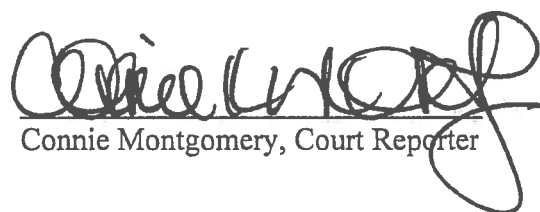
Attest: _____

Title: Director of Administration

**SUPERIOR COURT HOUSTON
JUDICIAL CIRCUIT**

By: 

Title: Superior Court Judge


Connie Montgomery, Court Reporter

EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between **BOARD OF COMMISSIONERS OF HOUSTON COUNTY**, hereinafter referred to as "County", and Wendy Nelson, hereinafter referred to as "Nelson";

WITNESSETH

IN CONSIDERATION of the mutual benefits to be derived between the parties hereto, they do hereby agree as follows:

1.

EMPLOYMENT

The County hereby contracts with Nelson to furnish official court reporting services on a full-time basis for Judge Edward D. Lukemire as an independent contractor. Parties agree that Nelson is entitled to charge for civil per diem, takedown, and per page rates for transcripts on all civil cases as provided by the Georgia Legislature. Nelson will not be prohibited from obtaining additional outside court reporting services, but such employment will in no way interfere with her responsibilities to the Court.

1A.

SERVICES REGARDING CAPITAL LITIGATION

With reference to capital litigation, the County agrees to fund additional court reporting personnel as needed in order to meet statutory requirements and deadlines.

2.

TERMS

The terms of this Agreement shall be for a twelve month period commencing on July 1, 2021 and continuing until June 30, 2022. This contract shall be subject to an annual review by Judge Lukemire. Notwithstanding this annual review, the County shall terminate this Contract at any time at the recommendation of Judge Lukemire. Nelson serves at the pleasure of the Court and may be terminated with or without cause in the Judge's sole discretion.

3.

COMPENSATION

Nelson shall be compensated by the County at a yearly salary of \$67,000.00, payable in monthly installments of \$5,583.33, with the twelfth month rate being \$5,583.37. Monthly payments are to be paid on the first of each month for services rendered the preceding month. This first payment due herein shall be August 1, 2021, or at such time as the County normally pays payroll on the first of the month. The County shall not be responsible for the payment of any employment benefits, including, but not limited to retirement or insurance coverage. Any withholding required by law will be the responsibility of Nelson.

4.

INDEMNITY

Nelson agrees to hold the County harmless from any liability whatsoever and indemnify the County from any and all claims arising from services provided by Nelson under this Contract.

5.

OFFICE AND SUPPLIES

The County agrees to provide suitable furnished office space within the Courthouse and will provide all paper, cassette tapes, CDs, digital recording devices and other office supplies and equipment necessary for reporting done on all criminal matters. Nelson will be responsible for furnishing all supplies necessary for reporting any and all general civil and domestic matters. Nelson will likewise be responsible for furnishing all additional court reporting equipment deemed necessary by her at her expense. The County agrees to furnish and maintain all recording equipment installed for use in Judge Lukemire's courtroom.

6.

LEAVE AND VACATION

Leave and vacation time will be scheduled at the discretion of Judge Lukemire so as not to conflict with scheduling of the Court. Nelson acknowledges that she is an independent contractor and therefore is not entitled to any County leave or vacation time as normally scheduled for other County employees and is not a part of the County Merit System.

7.

BINDING EFFECT

This agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

8.

ENTIRE AGREEMENT

This document represents the entire agreement between the parties and may not be changed except by written agreement executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first above written.

**BOARD OF COMMISSIONERS OF
HOUSTON COUNTY**

By: _____

Title: Chairman


Attest: _____

Title: Director of Administration

**SUPERIOR COURT HOUSTON
JUDICIAL CIRCUIT**

By: 

Title: Superior Court Judge


Wendy Nelson, Court Reporter

Houston County Public Works denied a request for construction of a commercial driveway on Bemby Road submitted by Rowland Engineering, Inc. on behalf of the landowner Schwend, Inc. The property is located on Bemby Road parcel number 000240 67A000. Rowland Engineering sent an appeal letter to the Chairman and Commissioners requesting an appeal of the decision by Public Works.

Motion by _____, second by _____ and carried _____ to

- uphold**
- overturn**

Houston County Public Works denial of the Schwend, Inc. request of commercial driveway access for their property located on Bemby Road parcel number 000240 67A000.

**APPEAL OF DENIAL OF
COMMERCIAL DRIVEWAY ACCESS**

LANDOWNER: Schwend Inc. – 28945 Johnson Road, Dade City, FL 33523

PARCEL ID: 000240 67A000

PARCEL ZONING: C2

PARCEL TAX DISTRICT: County (District 1)

LEGAL DESCRIPTION OF LAND:

All that tract or parcel of land lying and being in Land Lot 330, Thirteenth (13th) Land District, Houston County, Georgia, containing 17.50 acres, more or less, and being more particularly shown on a plat entitled “Survey for Douglas A. Vaughn” drawn by Lee R. Jones, GRLS No. 2680, dated January 23, 2001, and recorded in Plat Book 57, Page 38, Clerk’s Office, Houston Superior Court. Said plat is attached hereto as Exhibit “A”.

On March 18, 2021 Rowland Engineering, Inc. on behalf of Schwend, Inc. applied to the Houston County Public Works Department for commercial driveway access onto Bemby Road for the above mentioned property. The commercial driveway was to serve entrance to a proposed trucking terminal for Schwend, Inc. (See Exhibit “B” attached)

On March 24, 2021 the Houston County Public Works Department denied Schwend, Inc.’s request for commercial driveway access on Bemby Road. The reason for the denial was due to Bemby Road being residential. (See Exhibit “C” attached)

Via letter dated April 21, 2021, Rowland Engineering on behalf of Schwend, Inc. sent an appeal letter to Chairman Stalnaker and Commissioners requesting that the Board of Commissioners appeal the decision of Houston County Public Works. (See Exhibit “D” attached)

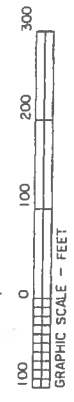
The issue now comes before the Board of Commissioners on appeal in accordance with Sec. 7D – Appeals of the Regulations for Access Management and Encroachment Control. The Regulations for Access Management and Encroachment Control was incorporated in Sec. 54-90 of the Code of Ordinance, Houston County, Georgia.

HALL COUNTY PLANNING COMMISSION
 Filed: 02/27/2001 10:38:00 AM
 Houston, TX
 Carolyn V. Sullivan, Clerk
 Pg 38
 BK 57



HALL COUNTY
 SUPERIOR COURT
 CLERK SUPERIOR COURT

Approved
 1/26/01
 Houston County Planning Commission
 [Signature]
 Secretary

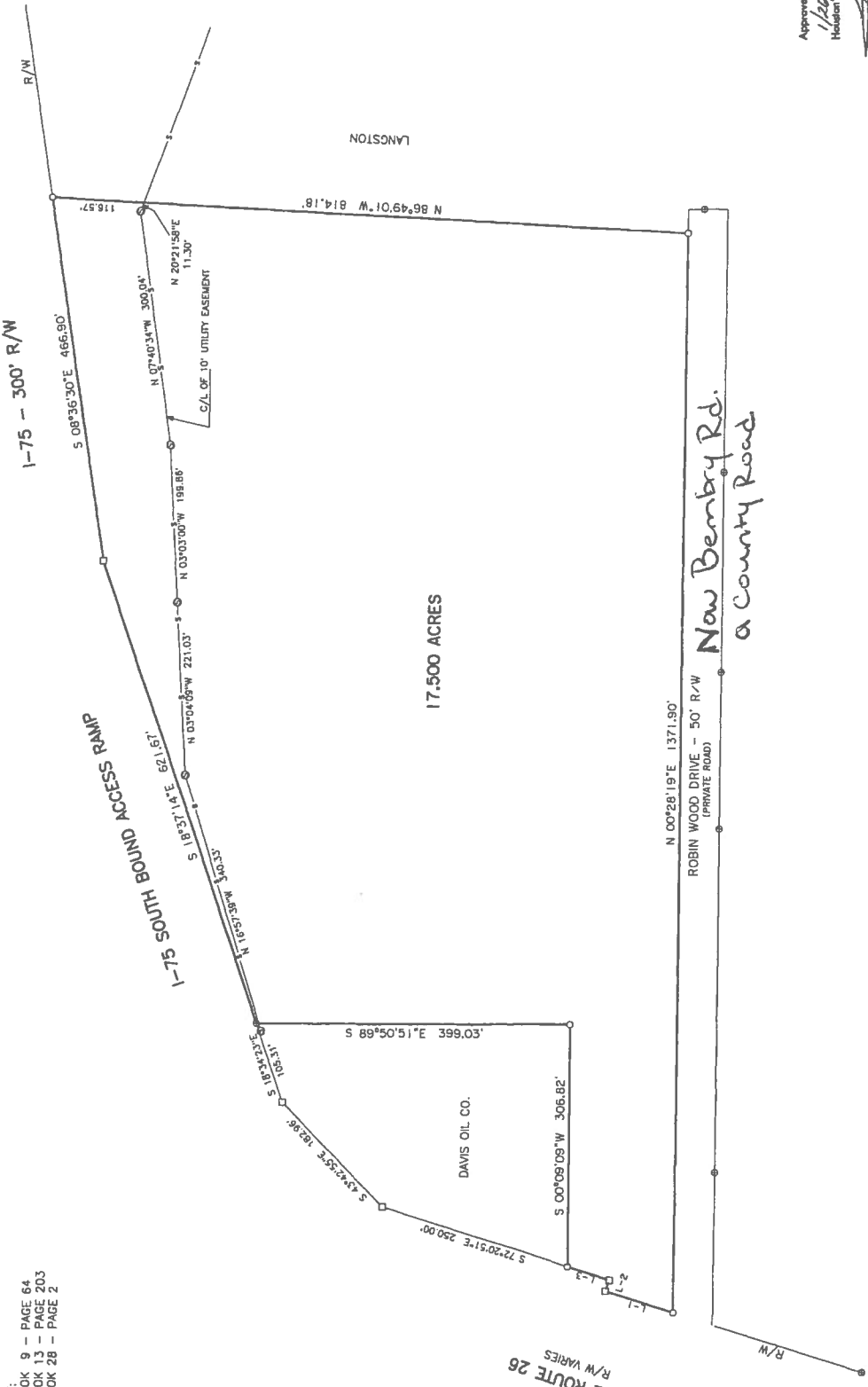


SURVEY FOR
DOUGLAS A. VAUGHN
 LAND LOT 330
 HOUSTON COUNTY,
 GEORGIA
 SCALE 1" = 100'
 JANE 23, 2001
JONES SURVEYING & ENGINEERING INC.
 PERRY, GEORGIA (912) 987-2705



CERTIFICATION
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS
 A CLOSURE PRECISION OF ONE FOOT IN 31025
 FEET AND AN ANGULAR ERROR OF 02" PER ANGLE
 POINT AND WAS ADJUSTED USING THE COMPASS RULE
 THIS PLAT HAS BEEN CALCULATED FOR CLOSURE
 AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT
 IN 304672 FEET.
 THE LINEAR AND ANGULAR MEASUREMENT SHOWN ON
 THIS PLAT WERE OBTAINED BY USING A LETZ SET
 3 ELECTRONIC TOTAL STATION.

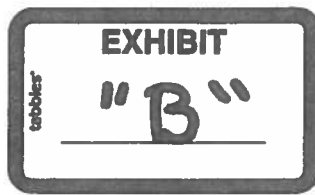
COURSE	BEARING	DISTANCE	FOUND
L-1	S 72°18'18"E	90.63'	R/W MONUMENT FOUND
L-2	S 20°41'37"W	16.67'	IRON PIN FOUND
L-3	S 72°20'51"E	56.63'	IRON PIN PLACED
			SANITARY SEWER LINE
			SANITARY SEWER MANHOLE



REFERENCE
 PB 28 - PG 2

- REFERENCE:
1. PLAT BOOK 9 - PAGE 64
 2. PLAT BOOK 13 - PAGE 203
 3. PLAT BOOK 28 - PAGE 2

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE
 A LICENSED PROFESSIONAL SURVEYOR AND
 HEREBY ACKNOWLEDGES THIS PLAT AND ALL CONTAINED
 THEREIN TO BE TRUE AND CORRECT.
 [Signature]
 DATE



From: Steven Rowland <steven@rowland-engineering.com>

Sent: Thursday, March 18, 2021 10:10 AM

To: Ronnie Heald <RHeald@houstoncountyga.org>

Cc: Ken Robinson <KRobinson@houstoncountyga.org>; Brian Jones <BJones@houstoncountyga.org>; Timothy Andrews <TAndrews@houstoncountyga.org>; Jeff Schwend <Jeff@schwendinc.com>; Pam Hughes <pam@rowland-engineering.com>; Joanna Schwend <Joanna@schwendinc.com>; Tom Black <tom@schwendinc.com>

Subject: Bemby Road Commercial Driveway

Ronnie,

Per the attached Amendment to the Code of Ordinances and as we discussed in our meeting on Tuesday, March 9, 2021, I am writing to request permission for my client, Schwend, Inc., to construct a commercial driveway on their property located at the southeastern corner of GA Hwy. 26 and Bemby Road. This proposed driveway would connect to Bemby Road. We discussed at our meeting that you felt Bemby Road "is primarily used for residential purposes". However, I'd like to make the following arguments.

1. Bemby Road is approximately 1,400 feet long with a 60-foot wide right-of-way. My client's property (Tax Parcel 0240 67A, 17.50 Acres) fronts the entire length of Bemby Road on its east side.
2. The property owned by Schwend, Inc. was zoned C2-Commercial prior to Bemby Road becoming a county right-of-way.
3. There is an existing commercial use at the northwestern corner of Bemby Road and Hwy. 26, which has existing commercial driveways connecting to Bemby Road.
4. The sanitary sewer system for the existing convenience store on Hwy. 26, which is on the adjoining property to the north of Schwend, Inc. includes a gravity sanitary sewer main that routes through the Schwend, Inc. property to a settling basin to the south. The main access to service this sanitary sewer settling pond is via a gate at the southern end of Bemby Road. My argument is that the convenience store, a commercial use, must use Bemby Road to access and maintain their sanitary sewer system.

The property owned by Schwend, Inc. includes only 147 feet of frontage on GA Hwy. 26. Therefore, GDOT will not allow a driveway to connect directly to the state highway because there is not enough spacing from Bemby Road. Hence, to deny approval of a commercial driveway to Bemby Road will landlock the Schwend, Inc. property and deny their right to utilize it for their proposed use.

Considering these arguments, please provide your written determination so that we may proceed accordingly.

Sincerely,

Steven A. Rowland, PE

Rowland Engineering, Inc. | 318 Corporate Pkwy., Suite 301 | Macon, Georgia 31210
(P) 478.621.7500 | (C) 478.262.3750



www.rowland-engineering.com



From: Ronnie Heald <RHeald@houstoncountyga.org>

Sent: Wednesday, March 24, 2021 11:57 AM

To: Steven Rowland <steven@rowland-engineering.com>

Cc: Ken Robinson <KRobinson@houstoncountyga.org>; Brian Jones <BJones@houstoncountyga.org>; Timothy Andrews <TAndrews@houstoncountyga.org>; Jeff Schwend <Jeff@schwendinc.com>; Pam Hughes <pam@rowland-engineering.com>; Joanna Schwend <Joanna@schwendinc.com>; Tom Black <tom@schwendinc.com>

Subject: RE: Bemby Road Commercial Driveway

Steve

Houston County Public Works has reviewed your arguments below and has determined that Bemby Road is residential. Therefore your request for a commercial driveway on Bemby Road is denied. Please review the right-of-way width stated in argument #1, county records are showing a 50' right-of-way for Bemby Road.

I will contact you about the appeal process soon.

Thanks

Houston County Public Works

Ronnie Heald, RLS

County Engineer

2018 Kings Chapel Road

Perry, Ga 31069

478-987-4280

318 Corporate Pkwy., Ste. 301
Macon, GA 31210
478-621-7500
www.rowland-engineering.com



APRIL 21, 2021

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088

**RE: Appeal for a Commercial Driveway on Bemby Road per The Regulations for Access Management and Encroachment Control, for Houston County, Georgia Chapter 3 Commercial Driveways, Sec. 3A, Paragraphs 3A-6 through 3A-10
Tax Parcel ID 000240 067A000 – 17.5 Acres, Zoned C2 (General Commercial)**

Dear Chairman Stalnaker and Commissioners:

This letter is written to appeal the decision of Houston County Public Works denying the construction of a commercial driveway on Bemby Road to serve as the entrance to a proposed trucking terminal for Schwend, Inc. Schwend, Inc. is a family-owned trucking company based in Tampa, Florida that has been in the transportation business for 43 years hauling many types of agricultural products from state to state. They have built a strong customer base in the Southeast and Midwest. Schwend, Inc. purchased 17.5 acres in Houston County in 2020 for the purpose of establishing a small trucking terminal for their business. The tract is zoned C-2, General Commercial, and the proposed trucking terminal is a Permitted Use under Article VII, Section 72.2.3 of *The Comprehensive Land Development Regulations for Houston County*. The tract is in the southwestern quadrant of the intersection of Interstate 75 and GA Hwy. 26 (Exit 127) and is bordered by Bemby Road along its western property line and GA Hwy. 26 on its northern boundary.

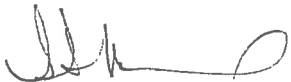
Schwend, Inc. recently hired Rowland Engineering, Inc. to provide civil engineering design and construction permitting services for their proposed development. During our due diligence to begin the process of obtaining permits from Houston County, we were notified that Houston County's Regulations for Access Management and Encroachment Control include an amendment that prohibits commercial driveways on county roads "*determined to be used primarily for residential purposes by the Houston County Public Works Department*". After meeting with representatives from Houston County Public Works, we have received written notification from Ronnie Heald that Houston County Public Works has determined that Bemby Road is used primarily for residential purposes and, therefore, denies Schwend, Inc.'s request to construct a commercial driveway along its right-of-way. I am writing to appeal the decision of Public Works and I offer the following for your consideration:

1. Bemby Road is approximately 1,400 feet long with a 50-foot wide right-of-way. My client's property (Tax Parcel 0240 67A, 17.50 Acres) fronts the entire length of Bemby Road on its east side. Therefore, 50% of the right-of-way is fronted by this commercial property.
2. The property owned by Schwend, Inc. was zoned C2-General Commercial prior to Bemby Road becoming a county right-of-way. See the attached Houston County Zoning Maps from 2004, 2006 and 2016.
3. There is an existing commercial use at the northwestern corner of Bemby Road and Hwy. 26, which has existing commercial driveways connecting to Bemby Road. I argue that this establishes existing commercial driveways on Bemby Road.

4. The sanitary sewer system for the existing convenience store on Hwy. 26, which is on the adjoining property to the north of Schwend, Inc. includes a gravity sanitary sewer main that routes through the Schwend, Inc. property to a settling basin to the south. The main access to service this sanitary sewer settling pond is via a gate at the southern end of Bemby Road. My argument is that the convenience store, a commercial use, must use Bemby Road to access and maintain their sanitary sewer system.
5. The property owned by Schwend, Inc. includes only 147 feet of frontage on GA Hwy. 26. Therefore, GDOT will not allow a driveway to connect directly to the state highway because there is not enough spacing from Bemby Road. Hence, to deny approval of a commercial driveway to Bemby Road will landlock the Schwend, Inc. property and deny their right to utilize it for their proposed use, or any commercial use. See the attached email from Jamie Philips, Traffic Engineer 2 with GDOT District 3 Traffic Operations, in which he states that GDOT will not allow a direct driveway connection to Hwy. 26 along the property frontage owned by Schwend, Inc.

On behalf of Schwend, Inc. and its president, Jeffrey Schwend, I request that you, the Board of Commissioners of Houston County, Georgia, appeal the decision of Houston County Public Works and allow a commercial driveway on Bemby Road to serve as the entrance to a proposed trucking terminal for Schwend, Inc. Please place this request on the first available agenda of the BOC. Your consideration is greatly appreciated.

Sincerely,
Rowland Engineering, Inc.



Steven A. Rowland, PE
President

cc: VIA EMAIL
Mr. Ronnie Heald, Director
Houston Co. Public Works

cc: Jeffrey Schwend, President
Schwend, Inc.

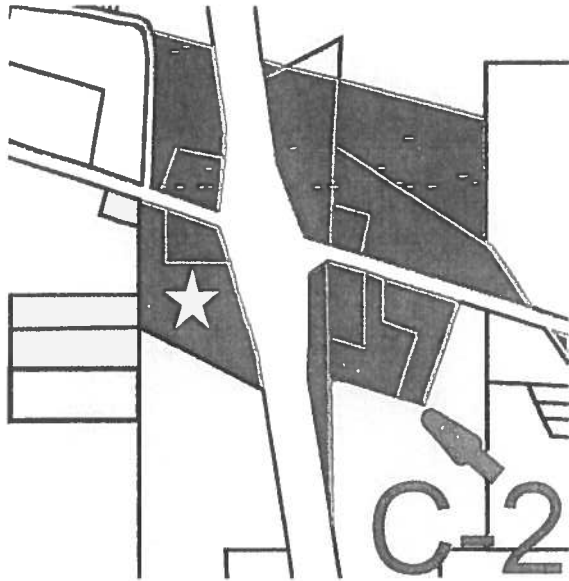
attachments

Houston County Planning & Zoning
Zoning Map of Project Area

SCHWEND, INC.
Bembry Road at Hwy 26
17.50 acres - Tax Parcel 0240 67A

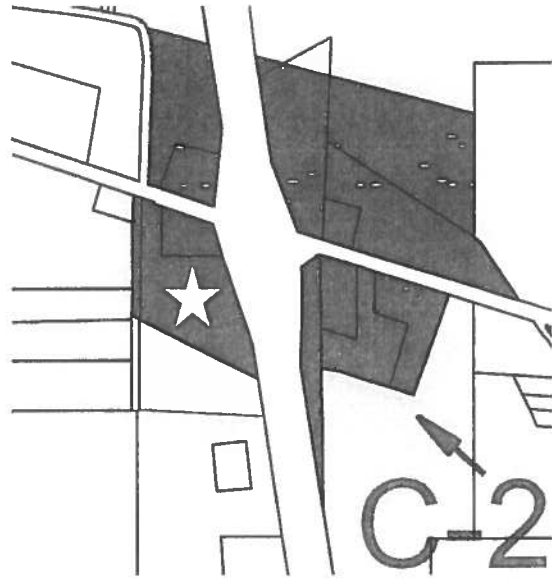
2004

(Updated as of Sept. 2004)



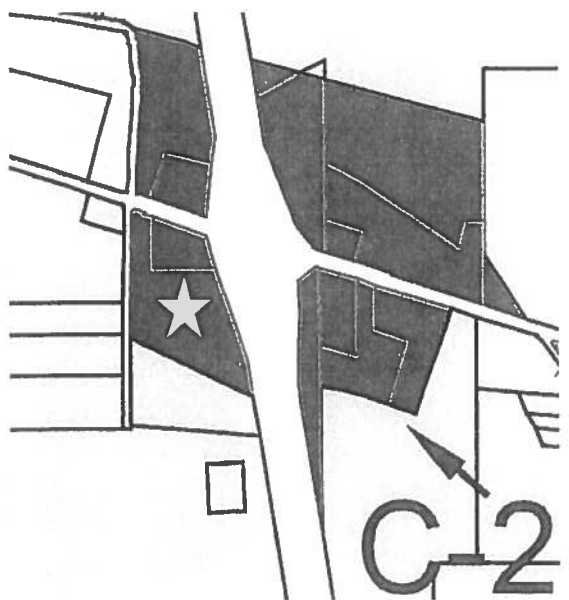
2006

(Updated as of June 2006)



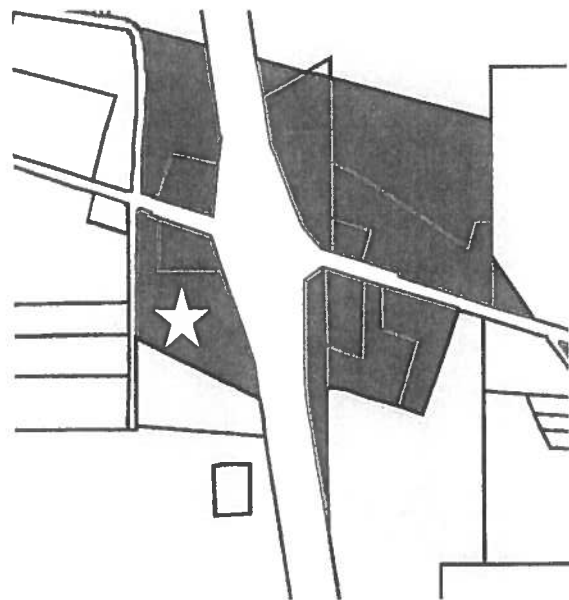
2016

(Updated as of June 2016)



2020

(Updated as of June 2020)



Pam Hughes

From: Phillips, Jamie <japhillips@dot.ga.gov>
Sent: Wednesday, March 31, 2021 11:15 AM
To: Steven Rowland
Cc: Pam Hughes; Ronnie Heald; Jeff Schwend
Subject: RE: Bembry Road Commercial Driveway

At 55 MPH, the minimum driveway spacing is 350 feet.
Interior driveway minimum distance is 100'

There looks to be around 135' from Bembry Road and the driveway for the existing fuel station. (Radius return to radius return)

GDOT would not permit an access driveway from SR 26 with the current conditions.

James M. Phillips
Traffic Specialist 2
D3 Traffic Operations
706-741-7913 Cell



From: Steven Rowland <steven@rowland-engineering.com>
Sent: Wednesday, March 31, 2021 10:28 AM
To: Phillips, Jamie <japhillips@dot.ga.gov>
Cc: Pam Hughes <pam@rowland-engineering.com>; Ronnie Heald <RHeald@houstoncountyga.org>; Jeff Schwend <Jeff@schwendinc.com>
Subject: FW: Bembry Road Commercial Driveway

*Jamie,
I am working on a proposed small Trucking Terminal for Schwend, Inc. on property that they own at the southwestern quadrant of I-75 and GA Hwy. 26 in Houston County. Houston County Public Works has determined that the county road, Bembry Rd. is "primarily residential", hence they have denied our request to construct a commercial driveway on Bembry Rd. (see the emails below). We plan to appeal the decision with the Houston County Board of Commissioners, but first we need to explore whether GDOT will allow a commercial driveway to be constructed directly onto Hwy. 26 along this property's frontage. This property has 147 feet of frontage on Hwy. 26 between Bembry Road and an existing convenience store. It is my experience that this is not enough frontage to meet GDOT spacing requirements, but I'd like to get an official determination from GDOT prior to filing an appeal with Houston County.*

Please advise whether GDOT will allow a full-access entrance in the location shown on the attached Boundary Survey. I understand that, if allowed, we will need to submit for review and permitting through GPAS. I look forward to hearing back from you.

Thank you,

Steven A. Rowland, PE



www.rowland-engineering.com

From: Ronnie Heald <RHeald@houstoncountyga.org>
Sent: Wednesday, March 24, 2021 11:57 AM
To: Steven Rowland <steven@rowland-engineering.com>
Cc: Ken Robinson <KRobinson@houstoncountyga.org>; Brian Jones <BJones@houstoncountyga.org>; Timothy Andrews <TAndrews@houstoncountyga.org>; Jeff Schwend <Jeff@schwendinc.com>; Pam Hughes <pam@rowland-engineering.com>; Joanna Schwend <Joanna@schwendinc.com>; Tom Black <tom@schwendinc.com>
Subject: RE: Bembry Road Commercial Driveway

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Thanks

Houston County Public Works

Ronnie Heald, RLS

County Engineer

2018 Kings Chapel Road

Perry, Ga 31069

478-987-4280

From: Steven Rowland <steven@rowland-engineering.com>
Sent: Thursday, March 18, 2021 10:10 AM
To: Ronnie Heald <RHeald@houstoncountyga.org>
Cc: Ken Robinson <KRobinson@houstoncountyga.org>; Brian Jones <BJones@houstoncountyga.org>; Timothy Andrews <TAndrews@houstoncountyga.org>; Jeff Schwend <Jeff@schwendinc.com>; Pam Hughes <pam@rowland-engineering.com>; Joanna Schwend <Joanna@schwendinc.com>; Tom Black <tom@schwendinc.com>
Subject: Bembry Road Commercial Driveway

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Considering these arguments, please provide your written determination so that we may proceed accordingly.

Sincerely,

Steven A. Rowland, PE

Rowland Engineering, Inc. | 318 Corporate Pkwy., Suite 301 | Macon, Georgia 31210

(P) 478.621.7500 | (C) 478.262.3750



www.rowland-engineering.com

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



FAMILY OWNED AND OPERATED SINCE 1976

Schwend, Inc has been in the transportation business for 43 years hauling many types of agricultural products from state to state. We have built a strong customer base in the South East, Midwest and locally that we are very proud of.

We have dedicated, dependable company drivers as well as owner-operators that are ready and willing to meet the demands of our customers with superior service and on time deliveries. For over 40 years Schwend, Inc. has been meeting the transportation needs of our customers. Our capability to be a superior trucking company speaks for itself through our dedication to our customer needs and a performance level like no other.

Schwend, Inc. offers the complete and professional service of a full-line trucking company, yet retains the personal, we-care philosophy not often found in business today. If you desire to do business with a premier bulk materials transporter, please give us a call. We would appreciate the opportunity to serve your hauling needs.

Our Beginning

Charles and Judi Schwend started Schwend in 1976 offering exceptional service to the agricultural industry. Schwend started out with only two trucks hauling molasses. The company soon realized that hauling citrus pellets, an animal feed produced from food byproducts of citrus processing used for feedstuff would also be a good revenue generator. To be able to haul these pellets Charles converted a van trailer to a hopper trailer, by cutting holes with hatches on the top of the trailer and sloping the interior of the trailer using plywood then engineering slides in the bottom of the trailer to allow the product to bottom drop into underground pits for ease of delivery. With Charles' innovativeness Schwend had its first hopper bottom grain trailer. The company added pneumatic tanks in 1986 to expand our operations and to provide more options to our customers. Schwend has more recently added walking floors and food grade pneumatic tanks to our fleet. We continue to expand our operation to provide more options to our customers.

Schwend Today

Schwend, Inc. now under the leadership of President, Jeffrey Schwend, offers the complete and professional services of a full-line trucking company. As his father Charles, did in the 1970's by converting the van trailer to a hopper bottom, Jeff has adopted the same work ethic and dedication in his business dealings today: Do whatever needs to be done to provide superior service to our customers. Just as we did back in 1976, we still retain that personal, we care philosophy not often found in business today.

Schwend is apportioned for the lower 48 states and together with a network of carriers can provide the services of a full logistics company to meet customer needs.

We have both new and late model power units and trailers that are unsurpassed by any other company in quality and dependability. We also contract lease equipment to pull our hopper and pneumatic trailers. These leased tractors are selected for their dependability and have to be maintained in such a manner as to hold up to the high integrity that we demand. We employ a balanced diverse culture of employees. Our service is provided through a dedicated logistics department and dependable, safe drivers that we are proud to call members of the Schwend, Inc., family.

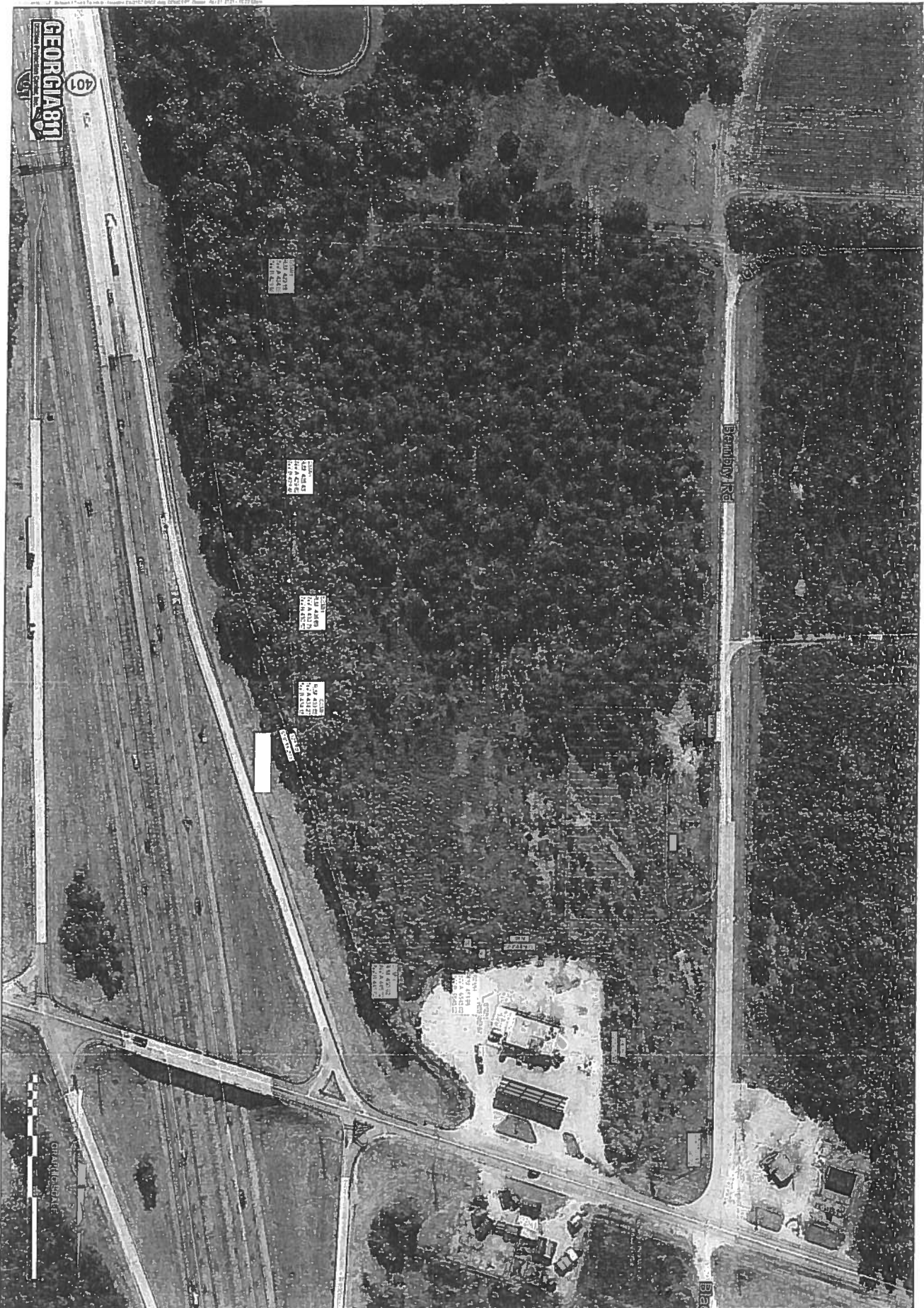
Words from Jeff Schwend | President, Schwend, Inc.

As the president at Schwend, Inc I've had many roles. When old enough to push a broom, I was in the shop cleaning up and as I got older I transitioned to a mechanic which, in the early days was a 7 day a week job keeping the old equipment together.

At the age of 25 I transitioned from working in the shop to the office and filled every roll, from safety, billing, dispatch, payables and accounting. When my parents retired in the early 2000's, I filled the roll as president for which they left me a blank slate.

With passion, a drive for success and most importantly a great sense of humor I took a small, proud, family trucking company and grew it into the business it is today. With 5 terminals at present and no sign of stopping till we reach world domination (remember the humor). This couldn't have been accomplished without the support of my family, and of course the desire to surround myself with like-minded people that have grown to be my extended family here at Schwend. Having and retaining the family culture is very important in our success.

With that said I have a few sayings: The good thing about working at a family business is that we treat you like family and the bad thing about working at a family business is that we treat you like family. The only dumb question is the one not asked and every day is safety day.



GEORGIA 871
401

Bentley Rd

100' x 150' Parcel

100' x 150' Parcel

100' x 150' Parcel

100' x 150' Parcel

100' x 150' Parcel

100' x 150' Parcel



CHAMBERLAIN



DATE: 01-15-2011
PROJECT: Bentley Rd

ROWLAND ENGINEERING
1015 W. Peachtree St. NW, Suite 200
Atlanta, GA 30309
www.rowland-engineering.com

TRUCKING TERMINAL
BENTLEY ROAD AT GA HWY. 26 ELK, GEORGIA
TAX PARCEL C00240 57A000, HOUSTON COUNTY
FCM
SCHWEND, INC



**AMENDMENT TO CODE OF ORDINANCES
HOUSTON COUNTY, GEORGIA**

BE IT ORDAINED by the Board of Commissioners of Houston County as follows:

That the Regulations for Access Management and Encroachment Control, for Houston County, Georgia Chapter 3 Commercial Driveways, Sec. 3A – When are Permits Required, as adopted in the Code of Ordinances, Houston County, Georgia at Chapter 54, Article IV, Sec. 54-90, is hereby amended by adding Paragraphs 3A-6 through 3A-10 which Paragraphs shall read as follows:

3A-6 A Commercial driveway will not be permitted on any county road determined to be used primarily for residential purposes by the Houston County Public Works Department.

3A-7 Should an owner desire to appeal the determination of Public Works regarding the classification that a road is primarily used for residential purposes, the owner shall file a notice of appeal with the Board of Commissioners of Houston County within five (5) days of the written decision of Public Works.


3A-8 The Board of Commissioners shall hear the appeal at a regularly scheduled meeting within thirty (30) days of receipt of the notice of appeal.

3A-9 The owner or his/her representative will be able to present his/her case to rebut the decision of Public Works that a road is used primarily for residential purposes. At the conclusion of the owner's presentation Public Works staff will present its case on the road being used primarily for residential purposes.

3A-10 The Board of Commissioners shall render a decision immediately or within thirty (30) days of the appeal hearing. The decision of the Board of Commissioners shall be given to the owner and the Public Works staff in writing.

SO APPROVED, this 17th day of December, 2019.

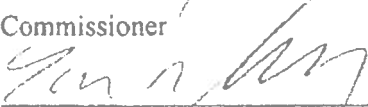
**BOARD OF COMMISSIONERS
OF HOUSTON COUNTY**



Chairman



Commissioner



Commissioner






Commissioner



Commissioner

Overview



-  Legend
-  Parcels
 -  Roads

Parcel ID 000240 67A000
 Class Code Commercial
 Taxing District County
 Acres 17.5

Owner SCHWEND INC
 28945 JOHNSON RD
 DADE CITY, FL 33523
 Physical Address HWY 26
 Assessed Value Value \$175000
 Land Value Value \$175000
 Improvement Value
 Accessory Value

Last 2 Sales			
Date	Price	Reason	Qual
12/15/2020	\$176000	LM	Q
7/16/2007	\$493446	04	U

(Note: Not to be used on legal documents)

Date created: 3/18/2021
 Last Data Uploaded: 3/18/2021 6:02:21 AM

Developed by  Schneider
 GEOSPATIAL

10

Public Works has received notice that Georgia Southern Railroad will need to temporarily close Valley Drive at the railroad crossing in order to make necessary repairs. The temporary closure is for approximately two days beginning on Wednesday, June 3, 2021.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

To: Houston County Board of Commissioners

From: Ken Robinson, Jr., Traffic Engineer

Ken Robinson, Jr.

OK
[Signature]

CC: Robbie Dunbar, Director of Operations; Ronnie Heald, County Engineer

Date: May 24, 2021

RE: Valley Drive- Closing for Railroad Crossing Repairs

Georgia Southern Railroad is requesting to close Valley Drive at the railroad crossing to make repairs. The request is to close the roadway for approximately two days.

Georgia Southern Railroad would like to implement this closure Wednesday, June 3, 2021.

Please advise if you concur with this request.

The County and the City of Warner Robins have agreed to share the cost of a drainage study of Woodfield Subdivision and surrounding properties. This agreement will formalize the arrangement.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into an Intergovernmental Memorandum of Agreement with the City of Warner Robins for a drainage study of Woodfield Subdivision and neighboring areas. The County and City will equally share the cost of the project estimated to be between \$69,000 and \$98,000.

**INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT
FOR A DRAINAGE STUDY OF WOODFIELD SUBDIVISION AND NEIGHBORING
AREAS**

THIS AGREEMENT (the “Agreement”) is made and entered this the ____ day of _____, 2021 by and between the City of Warner Robins, a municipal corporation of the State of Georgia (the “City”) and Houston County, a political subdivision of the State of Georgia (the “County”), (individually a “Party” or collectively “Parties”) in order for Integrated Science and Engineering (“ISE”) to perform a drainage study of the Woodfield Subdivision and neighboring areas both in the City and in the County (the “Project”).

For and in consideration of the benefit of the Project to the City and the County and other good and valuable consideration, the City and the County agree as follows:

1. .

The City and the County will equally share of the cost of the Project. The estimated cost of the Project is \$98,000 if new GIS data and LIDAR is required and \$69,000 if existing GIS data and LIDAR is available.

2.

The City and the County will each receive a copy of any reports and recommendations upon completion of the Project by ISE.

3.

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

4.

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors, and assigns.

5.

Neither Party shall assign this Agreement at any time and from time to time without the prior written consent of the other Parties.

So AGREED, the day and year first written above.

MUNICIPALITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest: _____
Mandy Stella, City Clerk

COUNTY OF HOUSTON, GEORGIA

By: _____
Tommy Stalnaker, Chairman

Attest: _____
Barry Holland, Director of Administration

12

Georgia Power has requested access via an easement through the parcel on which the Moody Road elevated water tank is located. They have a need to access their transmission lines utilizing our access road for the tank instead of through residential yards as they have done in the past.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

an easement for ingress/egress only to Georgia Power Company through the County-owned parcel (00102B 004000) at 3215 Moody Road.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

MEMORANDUM

To: Tom Hall, County Attorney
From: Brian Jones, Utility Engineer
Date: Wednesday, May 26, 2021
CC: Robbie Dunbar, Director of Operations
RE: Easement Across County Parcel for Access to Georgia Power Transmission Lines

Georgia Power reached out to the Water Department to request access to its transmission lines through the parcel where the Moody Road elevated water storage tank is located. This access would permit them to maintain their lines using our access road for the tank instead of residential yards, as they have done in the past. This would require an easement from the Commissioners.

We have discussed the matter with our Georgia Power contact and they are aware that any easement would be for access only. I appreciate your time and help with this matter.

BONAIRE PRIMARY - PERRY 115KV TRANSMISSION LINE
PROJECT 1877109
PARCEL NO 01
LETTER FILE

ACCOUNT NO
DEED FILE

MAP FILE

STATE OF GEORGIA
HOUSTON COUNTY

EASEMENT
FOR INGRESS AND EGRESS

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, HOUSTON COUNTY BOARD OF COMMISSIONERS (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing address is 200 CARL VINSON PARKWAY, WARNER ROBINS, GA 31088, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 3215 Moody Road, Bonaire, GA 31005 (Tax Parcel ID No.00102B004000) in Land Lots 230 & 231 of the 10th District of HOUSTON County, Georgia.

The "Easement Area" is defined as the portion of the Property designated as "30ft Access Easement," including without limitation the areas designated as "Existing Road" and "Proposed Graveled Access Road" as more particularly shown and/or described on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, install, use, maintain, repair, obtain access to, operate, inspect, build, construct, renew, rebuild, reconstruct, improve and/or replace a driveway or access way for vehicular and pedestrian access and ingress and egress within the Easement Area; the right to grade, place gravel, concrete and/or asphalt, and install and maintain culverts and bridges therein and thereon; the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions, buildings, objects and structures therein or interfering therewith; and the right to use heavy equipment, construction vehicles, power line trucks, and other large vehicles therein or thereon.

The Undersigned agrees that part of the within named consideration is in full payment for any timber or shrubbery cut or to be cut pursuant to the terms hereof and that any timber or shrubbery so cut is to become the property of the Company.

The Undersigned does not convey any land, but merely grants the rights, privileges, and easements hereinbefore set out. If any provision of this Perpetual Easement for Ingress and Egress (this "Easement") or the application

thereof be held invalid or unenforceable, the remainder of this Easement shall be construed as if such provision were never included herein.

All covenants, easements and provisions of this Easement shall run with the land as a benefit to the Easement Area and any property now or hereafter owned by the Undersigned and shall be a burden upon the Property, and shall be binding upon and inure to the benefit of the Undersigned, the Company, and their respective heirs, successors, assigns, legal representatives and successors-in-title.

All equipment of the Company will be stored outside of the Undersigned's Property on the Company's transmission line right-of-way.

Notwithstanding anything to the contrary set forth herein, the Undersigned shall have a right to terminate the easement rights granted herein by delivering not less than sixty (60) days' written notice to the Company in advance of such termination.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL NAME OF LINE/PROJECT: BONAIRE PRIMARY - PERRY 115KV TRANSMISSION LINE

IN WITNESS WHEREOF, the undersigned has/have hereunto set his/her/their hand(s)
and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the
presence of:

Witness

(SEAL)

Notary Public



Exhibit A. Access Easement

GEORGIA POWER COMPANY
For

Houston County Board of Commissioners

Houston County

Land District: 10

Land Lot: 230,231

Map File # H-904 Sheet 8 of 10

Scale: None Date: 3/29/21 By: Tyler Clemons

GPS Coordinates: 32.539 -83.6292

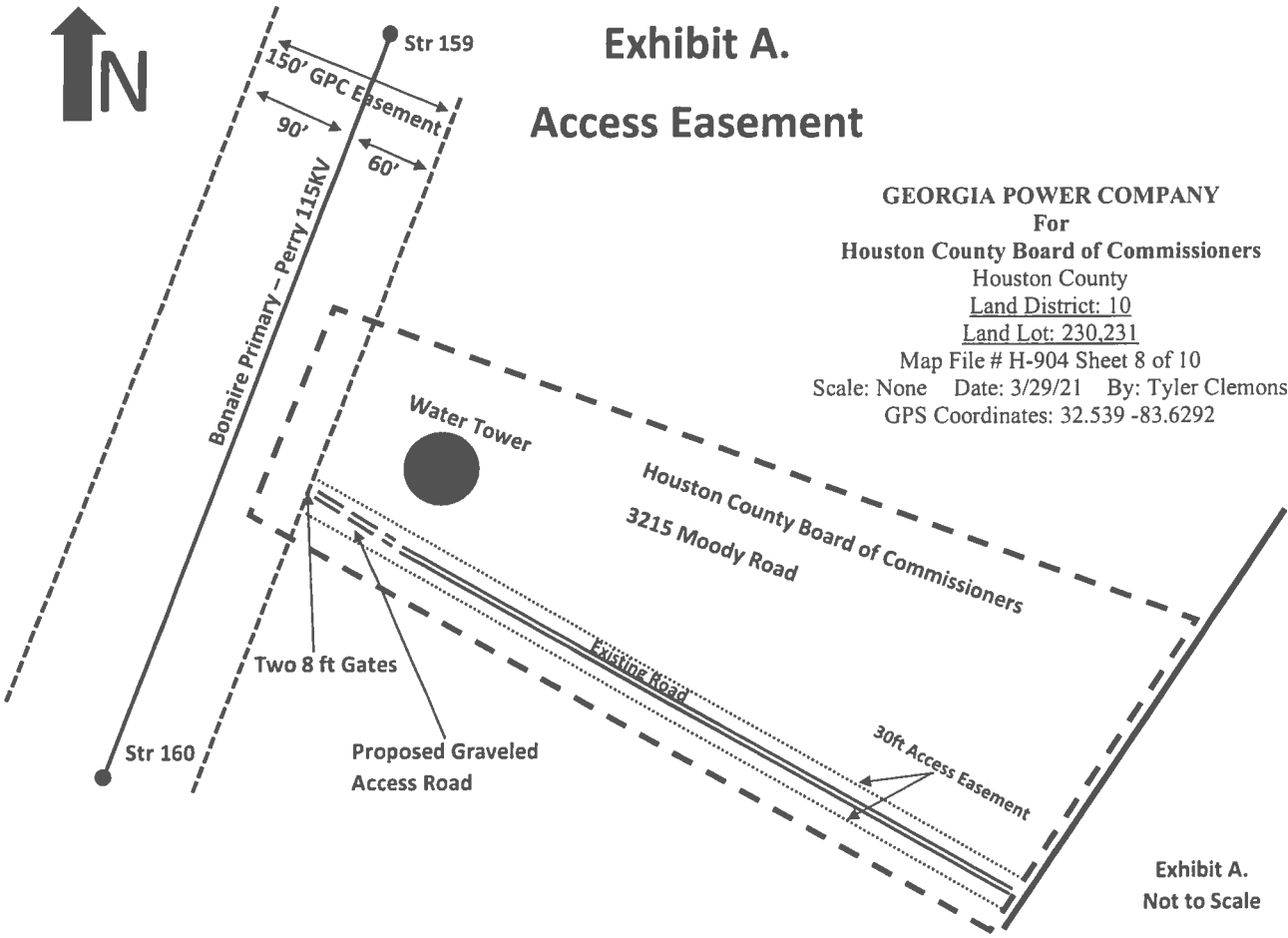


Exhibit A.
Not to Scale

Bids were solicited for the Scott Road Extension Grading & Paving project with two contractors submitting. Staff recommends award to low bidder Everett Dykes Grassing Company in the amount of \$465,028.50.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Scott Road Extension Grading & Paving project to Everett Dykes Grassing Company of Cochran, GA in the amount of \$465,028.50. This is a 2006 SPLOST funded project.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

MEMORANDUM

To: Houston County Board of Commissioners

From: Ronnie Heald, County Engineer *RJH*

Date: Thursday May 20, 2021

RE: Bid Recommendation for Scott Road Extension Grading & Paving
2006 SPLOST Project HC06-26 Bid # 21-25

OK
R

Please consider this request to accept the bid for the above referenced project. Bids were received on Thursday, May 20, 2021. Listed below is a summary of the bids:

<u>Bidder</u>	<u>Amount of Bid</u>
Everett Dykes Grassing Company	\$465,028.50
Reeves Construction Company	\$838,207.88

Based on the low bid, the Engineering Department recommends the selection of Everett Dykes Grassing Company, to perform the construction at the bid price of \$465,028.50

Bids were solicited for one new 2021 Combo Jet/Vac Truck for use in the Water Department with seven bids received. After evaluating each submission based on price, warranty and proper specifications, staff recommends award to GapVax of Johnstown, PA in the amount of \$442,537 to include extended warranties.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one new 2021 GapVax MC 1312 Vacuum / Sewer Truck for use in the Water Department to GapVax of Johnstown, PA in the amount of \$442,537 to include extended warranties. Water Capital Funds will purchase this vehicle.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828
(478) 218-4800 • FACSIMILE (478) 218-4805

MARK E. BAKER
PURCHASING AGENT

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: May 26, 2021
SUBJECT: Bid# 21-26 Combo Jet/Vac Truck

The Purchasing Department solicited pricing for One (1) New 2021 Combo Jet/Vac Truck in May 2021. Purchasing, along with Water Department staff, recommends that the Houston County Board of Commissioners purchase the GapVax truck with the Mack cab & chassis. Submissions were evaluated based on price, warranty, and meeting the specifications stated in the advertisement for bids. A total of \$442,537.00 includes the extend warranties and will be charged to 505-11.7500 Water Capital funds.

2021 GapVax MC 1312 with Mack Truck chassis and Cummins L9 engine	\$433,190.00
5-year/200,000 mile extended warranty for the L9 Cummins engine <i>(included warranty is for 2-year/150,000 miles)</i>	\$3,870.00
5-year extended warranty for the Allison transmission (unlimited miles) <i>(included warranty is for 2-year/100,000 miles)</i>	\$482.00
5-year/250,000 mile extended warranty for the Mack basic vehicle warranty <i>(included warranty is for 1-year)</i>	\$4,095.00
5-year extended warranty for the rear axles <i>(included warranty is for 3-years)</i>	\$900.00
TOTAL	\$442,537.00

<u>Company</u>	<u>Bid Amount</u>	<u>Comments</u>
GapVax	\$433,190 Mack	The Cab & Chassis is in stock. There is a 150-day lead time for the Combo Jet/Vac to be built. This bid meets required specification. A demonstration was provided with good results. Also, several References were checked providing good reports.
GapVax	\$430,190 Peter	There is an approximate 180-day lead time. The Cab & Chassis will have to be ordered and the Combo Jet/Vac built. This bid meets required specification.
Four Star Freightliner, Inc.	\$440,410	This is the highest bid with multiple exceptions to the required specifications.
Adams Equipment Co., Inc.	\$439,922	This bid is high in price with many exceptions to the required specifications.
Vactor	\$429,700	This bid has a few exceptions to the required specifications and does <u>not</u> have a Trash Pump.
Jet-Vac	\$415,546	This bid has many exceptions to the required specifications and no demonstrations available currently. There is also an approximate 120-day lead time.
P & H Supply Co., Inc.	\$412,000	This bid has many exceptions to the required specifications. There is also an approximate 120-day lead time.
Wastebuilt Env Solutions	\$379,475.49	This bid has many exceptions to the required specifications and the Cab & Chassis has a <u>lighter</u> Gross Vehicle Weight than specified.

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Summary of bills by fund:

• General Fund (100)	\$1,450,772.13
• Emergency 911 Telephone Fund (215)	\$ 64,343.12
• Fire District Fund (270)	\$ 38,181.46
• 2006 SPLOST Fund (320)	\$ 2,247.58
• 2012 SPLOST Fund (320)	\$ 41,226.96
• 2018 SPLOST Fund (320)	\$1,447,355.77
• Water Fund (505)	\$ 950,627.76
• Solid Waste Fund (540)	\$ 477,087.40
• Internal Services (600)	\$ <u>1,650.00</u>
Total for all Funds	\$4,473,492.18

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$4,473,492.18