



Houston County Board of Commissioners Meeting

Perry, Georgia

June 2, 2020

9:00 A.M.

HOUSTON COUNTY COMMISSIONERS MEETING

Perry, Georgia

June 2, 2020

9:00 A.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner McMichael

Pledge of Allegiance

Approval of Minutes from May 19, 2020

New Business:

1. Public Hearing on Special Exception Applications #2355 thru #2357 – Commissioner Walker
2. Public Hearing on Abandonment of Right of Ways (Georgelle & Gregory Leonard / Grovania Road) – Commissioner Walker
3. Court Reporter Contracts (Superior Court) – Commissioner Robinson
4. Memorandum of Agreements & Contract for Services (Accountability Court) – Commissioner Robinson
5. Board Appointments (Region V EMS and Zoning & Appeals) – Commissioner Thomson
6. 2019 Supplemental LMIG Adjustment (Safety Improvement Project) – Commissioner Thomson
7. Approval of Bid (Elko Road Water Line Extension / Low Tide Plumbing) – Commissioner McMichael
8. Approval of Bills - Commissioner McMichael

Public Comments

Commissioner Comments

Motion for Adjournment

**Zoning & Appeals
Recommendation**

		<u>Vote</u>	<u>Approval</u>	<u>Denial</u>	<u>Table</u>
#2355 – Thomas & Karen Daly	Hair Salon	Unanimous	X		
#2356 – Timothy & Heather Jordan	Painting	Unanimous	X		
#2357 – Ruben Lopez	Construction	Unanimous	X		

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:

#2355 – Thomas & Karen Daly	Hair Salon
#2356 – Timothy & Heather Jordan	Painting
#2357 – Ruben Lopez	Construction

Special Exception Summary

Application	Applicant	Location	Proposed Use	Z & A Recommendation/Comments
2355	Thomas & Karen Daly	211 Wedgewood Drive	Hair Salon	Approved unanimously
2356	Timothy & Heather Jordan	112 N. Tamie Circle	Painting	Approved unanimously
2357	Ruben Lopez	317 Durango Pass	Construction	Approved unanimously

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

Application No. 2355

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 Thomas and Karen Daly
2. Applicant's Phone Number 478-919-5966
3. Applicant's Mailing Address 211 Wedgewood Drive Bonaire, GA 31005
4. Property Description LL 87, 11th Land District of Houston County, Georgia, Lot 6, Block L, Section 6, Phase 3 of Waterford South 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 Hair Salon 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.

4/16/20
Date

Thomas A. Daly
Applicant

Application # 2355

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

Houston County Zoning and Appeals Commission

Date Filed: April 16, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Notice being posted on the property: May 8, 2020

Date of Public Hearing: May 26, 2020

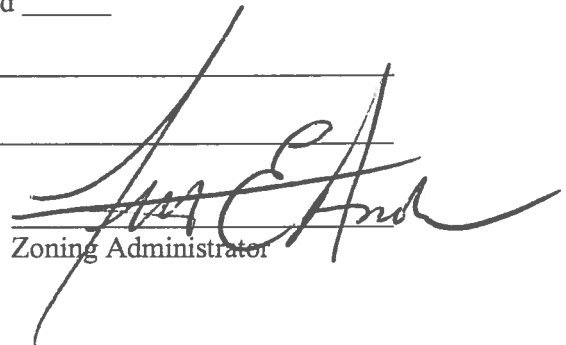
Fee Paid: \$100.00 Receipt # 41831

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 26, 2020
Date


Zoning Administrator

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

Date of Recommendation Received: June 2, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Public Hearing: June 2, 2020

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

FILED
HOUSTON COUNTY
1988 JUN 24 AM 9 23
CLERK OUTLDOOR COURT

OWNERSHIP & DEDICATION
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, AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PASSES.

July 17, 1988 Robert S. Boyd
OWNERS BY THEIR SIGNATURE

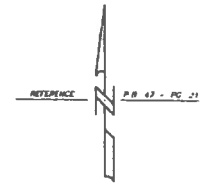
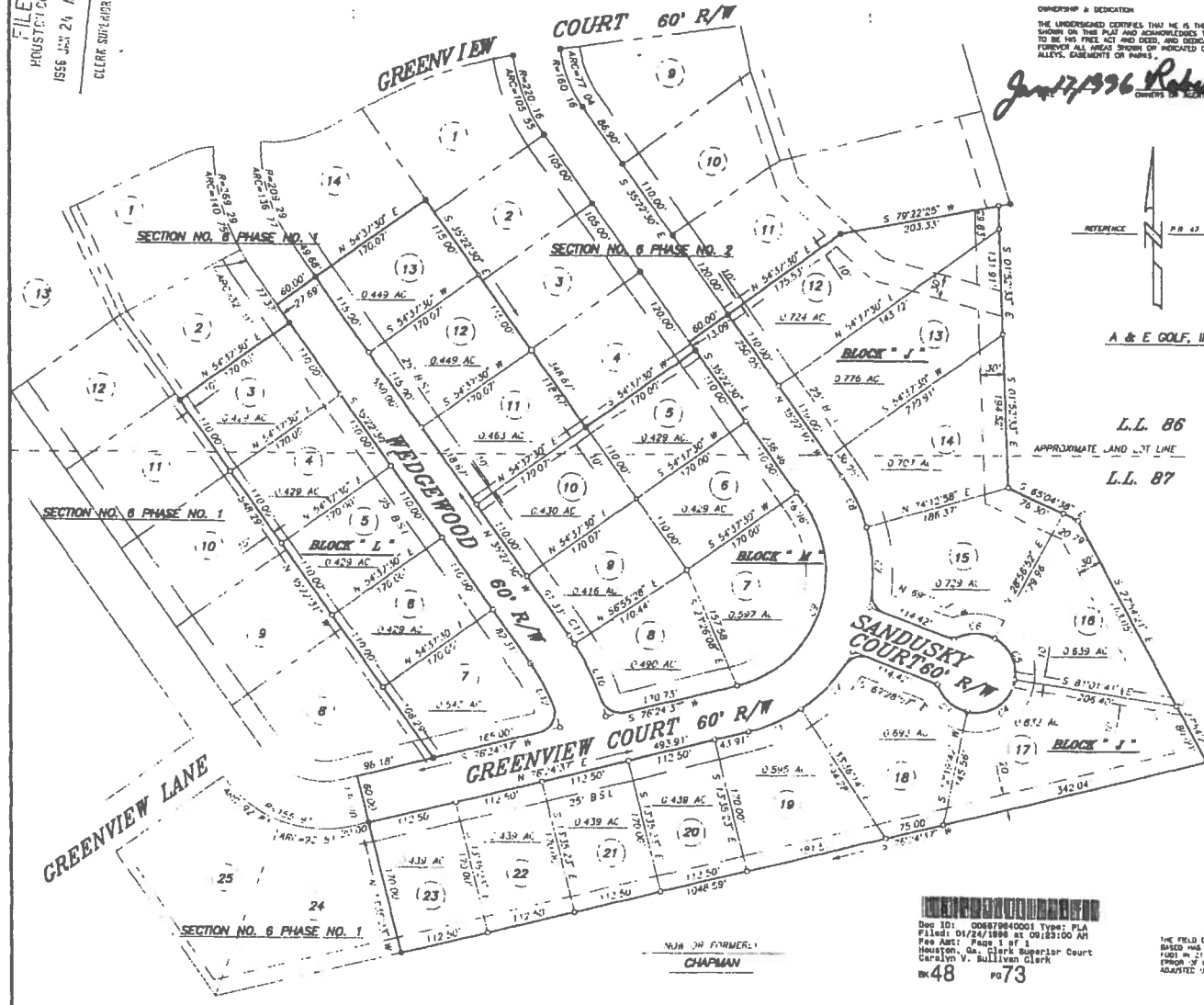
CERTIFICATE OF FINAL APPROVAL
THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 17th DAY OF JULY, 1988.

THE HOUSTON COUNTY PLANNING COMMISSION
James C. Stedman
SECRETARY

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER
I CERTIFY THAT THE TRACER, OR HIS AGENT HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, EASEMENTS, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR CASHEMETS CHECK TO INSURE COMPLETION AS REQUIRED BY COUNTY ENGINEER.
DATE: 11/17/88
Allen Dunton
ENGINEER

THIS APPROVAL IN NO WAY RELIEVES THE PROPERTY OWNER OR CONTROLLER OF HIS DUTY TO ADJUST AND MAINTAIN NEIGHBORHOOD PROPERTIES AND LIABILITY RESULTING THEREFROM AND SHALL NOT CONSTITUTE AN ASSUMPTION OF LIABILITY BY THE COUNTY OR HOUSTON FOR DAMAGES CAUSED BY CONSTRUCTION AND/OR SAMING PERFORMED UNDER THIS PLAT AND PERMIT.
11/18/88 RED

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR CONFORMANCE WITH THE CITY OF COUNTY WATER AND SEWERAGE ZONING. INDIVIDUAL LOT APPROVALS REQUIRED FOR EACH LOT FROM THE HEALTH DEPARTMENT.
1-17-88
Jason S. Smith
HOUSTON COUNTY HEALTH DEPARTMENT



CURVILINEAR LOT DATA

NUMBER	ARC	RADIUS	BEARING	CHORD
L1	72.57	207.76	N 66°24'11" E	72.21
C2	99.99	207.76	N 47°36'28" E	89.03
C3	53.51	50.00	S 47°00'41" E	50.99
C4	81.47	50.00	S 55°39'06" W	72.75
C5	61.11	50.00	N 26°02'22" W	57.37
C6	53.72	50.00	N 46°10'03" E	51.17
C7	101.53	207.76	S 01°47'03" E	100.55
C8	71.04	207.76	N 35°34'46" W	203.69
C9	268.29	147.76	S 30°11'03" W	244.89
C10	100.33	295.00	N 23°19'57" W	99.84
C11	11.84	295.00	N 34°13'31" W	11.84
C12	89.35	235.00	S 24°28'57" E	88.82

Doc ID: 0087980001 Type: PLA
Filed: 01/24/1888 at 09:23:00 AM
Fee Amt: Page 1 of 1
Houston, Ga., Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 48 PG 73

THE FIELD DATA (BY THE OWNER) ON THIS PLAT BASED ON A CURVILINEAR MEASUREMENT OF 141.00 IN 2.00 FEET AND AN ANGLE OF ERROR OF 0.04 PER ANGLE POINT AND HAS ADJUSTED USING THE FORECAST RULE.

IF ANY LOSS FOR MEASUREMENT ANGLE OF 0.07 SET A CLEAR 0.17 SET A

THIS PLAT HAS BEEN ALLOCATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN THE 1/100" IN 1/100" FEET

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE USUAL STANDARDS AND REQUIREMENTS OF LAW.
July M. Scarborough



SECTION NO. 6 PHASE NO. 3
WATERFORD SOUTH

44 LAND LOTS 86 & 87
HOUSTON COUNTY, GEORGIA
SCALE 1" = 100'
JANUARY 16, 1990

SCARBOROUGH LAND SURVEYS, INC.
P.O. BOX 6185 WARNER ROBINS, GA. 30349-1491

18173

Requirements - Section 95

Comments

Complies

**Doesn't
Comply**

<p>1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Home Office uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
<p>1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

Requirements - Section 95

Comments

Complies



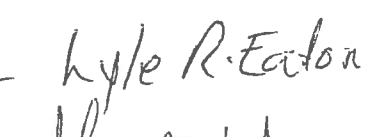

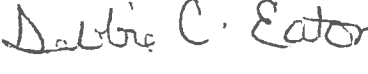
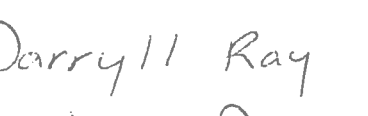
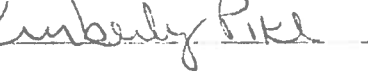
**Doesn't
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Home Businesses are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>	<p>One chair beauty shop</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

Petition for a Special Exemption from the Houston County Planning and Zoning and Appeals Board To Operate a Home Based Business

Petition summary and background	The Petitioner, Karen S. Daly, Has resided in Houston County approximately 41 years and been in business as a Hair Stylist in Houston County during that time. It has become necessary for her to reevaluate her future safety and the safety of her clients due to the current Covid-19 Pandemic. The Petitioner can maintain a more sterile environment for her clients by relocating her business to her residence while maintaining the policy guidelines set forth by the Houston County Planning and Zoning Board. This action will not have any negative impact on the traffic in the area as it will only involve one client at a time with no parking allowed on the street.
Action Petitioned for	The Petitioner Respectfully Requests That the Property Located at 211 Wedgewood Drive, Bonaire, Georgia, 31005, Land Lot 87 of the 11 th Land District of Houston County, Georgia, Lot 6, Block L, Section 6, Phase 3 of Waterford South Subdivision be issued a Special Exemption for the Operation of a Part Time Home Based Business, To Wit: Hair Salon.

We, The Undersigned Petitioners, Residents of Houston County, residing on Wedgewood Drive, Bonaire, Georgia, Hereby Petition the Houston County Planning and Zoning Board, by Fully Supporting the Petitioners Request To Operate a Home Based Business, To Wit: A Single Chair Hair Salon Located at 211 Wedgewood Drive, Bonaire, Georgia, 31005, In the Waterford South Subdivision. We Are Aware of a Public Hearing on May 26, 2020 at 6:00 PM at the Houston County Annex, Warner Robins, Georgia.

Printed Name	Signature	Address, Phone number
Angela Chesnut Susan Potts	 	(478) 973-8260 206 Wedgewood Dr Bonaire, GA 31005 209 Wedgewood Dr Bonaire GA 31005
Lyle R. Eaton		(478) 319-1420 210 Wedgewood Dr Bonaire, GA 31005
Mandi Hester		202 Wedgewood Dr Bonaire, GA 31005 (478) 487-9363
Debbie C. Eaton		(478) 319-2580 210 Wedgewood Dr Bonaire, GA 31005
Darryll Ray		478-867-3441 208 Wedgewood Dr Bonaire, GA 31005
Kimberly Pike		478-714-3794 103 Greenview Ct Bonaire GA 31005

Suzanne Clark 205 Wedgewood Dr 478-346-2290

Kyanna

207 WEDGWOOD DR 757 513-8865

Paul

501 GREENWAY CT 478-355-2737

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application #2355 filed on April 16, 2020, for a Special Exception for the real property described as follows:

LL 87 of the 11th Land District of Houston County, Georgia, Lot 6, Block "L", Section 6, Phase 3 of Waterford South Subdivision, Consisting of 0.43 Acres

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes _____ no _____

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Signature of Official

Note 1: Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

Note 2: Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

Note 3: Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

Note 4: Member of the family - spouse, mother, father, brother, sister, son, or daughter.

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

Application No. 2356

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 Timothy and Heather Jordan
2. Applicant's Phone Number 404-759-6900
3. Applicant's Mailing Address 112 N. Tamie Circle Kathleen, GA 31047
4. Property Description LL 185, 10th Land District of Houston County, Georgia, Lot 4 of Tamie Farms Subdivision, consisting of 2.88 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation for a Painting 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.

4/20/2020
Date


Applicant

Application # 2356

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: April 20, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Notice being posted on the property: May 8, 2020

Date of Public Hearing: May 26, 2020

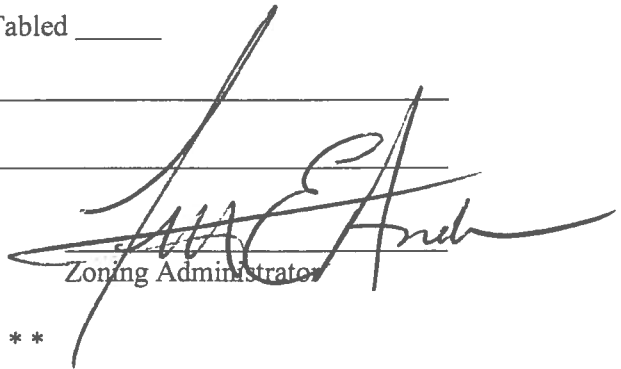
Fee Paid: \$100.00 Receipt # 41832

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 26, 2020
Date



Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: June 2, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Public Hearing: June 2, 2020

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

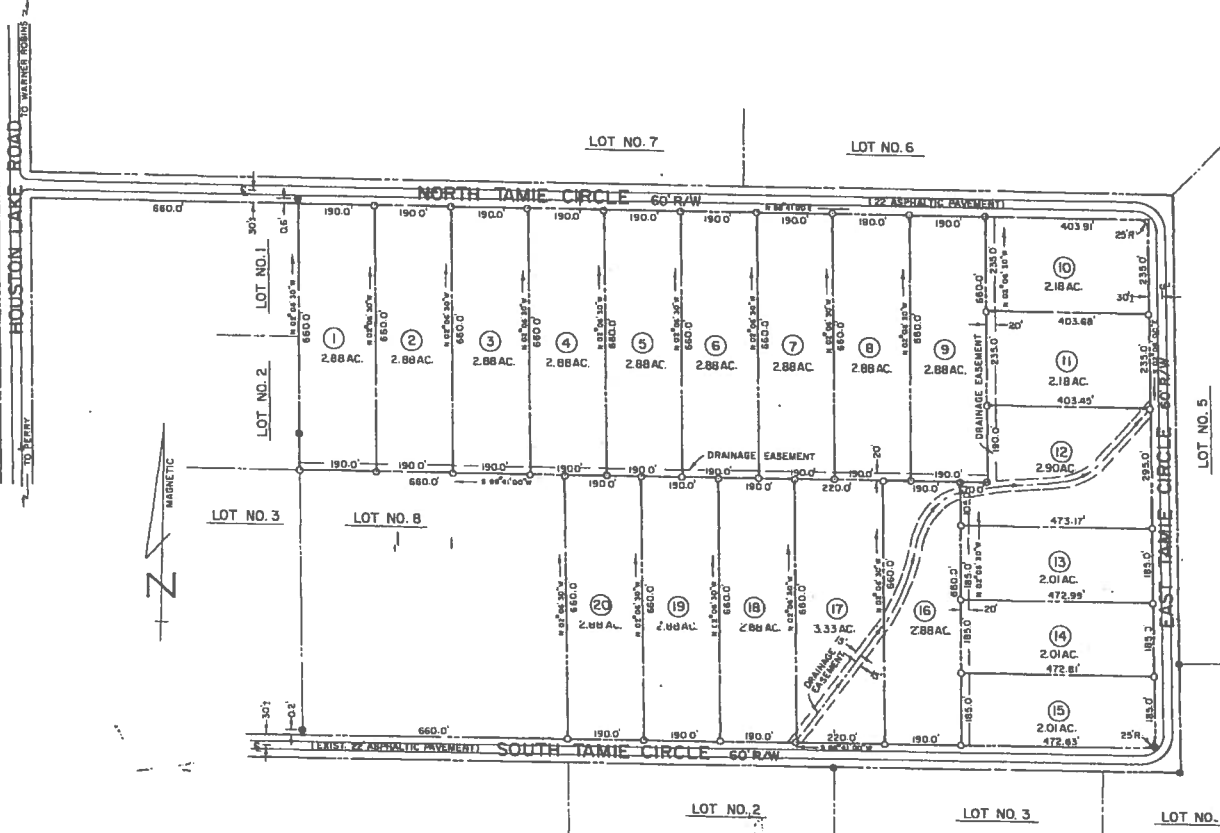
_____ Date

_____ Clerk

Recorded Feb. 29, 1972

5-22 10/190

15/78



Doc ID: 000000740001 Type: PLA
 Filed: 02/29/1972 at 10:11:18 AM
 Fee Amt: Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk
 Bk. 15 pg 78

● DENOTES IRON PIN FOUND
 ○ DENOTES IRON PIN SET.

NOTE 1 THIS SUBDIVISION CONSISTS OF LOTS 5, 6, 7, 9 & 10 OF SUBDIVISION FOR TAMIE LAND DEVELOPMENT CO., INC. ACCORDING TO PLAT DATED JUNE 1, 1967 AND RECORDED IN PLAT BOOK 11, PAGE 154, CLERK'S OFFICE, HOUSTON SUPERIOR COURT
 2. ACCORDING TO PHYSICAL EVIDENCE, AS FOUND ON THE GROUND, THE TOTAL EAST-WEST MEASUREMENTS OF THE AFORESAID LOTS 7 & 10 ARE APPROXIMATELY 30 FEET MORE THAN SHOWN ON SAID PLAT.

Approved 2-18-72
 Houston County Planning Commission
Paul S. Beard
 Secretary



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.
Theodore W. Waddle

SUBDIVISION
TAMIE FARMS
 IN L.L. 185 10TH DIST. HOUSTON CO. GEORGIA
 14 FEB. 1972 SCALE: 1"=200'
 WADDLE SURVEYING CO., INC. BARBER ROBBINS, GA.

Requirements - Section 95

Comments

Complies

Doesn't Comply

<p>1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.</p>	<p><i>No signage</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Home Office uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
<p>1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.</p>	<p><i>No clients will come to the home</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Requirements - Section 95

Comments

Complies

**Doesn't
Comply**

4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. No outside storage or display is permitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Home Businesses are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:			
1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. The home business shall not involve group instruction or group assembly of people on the premises.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. No outside storage is allowed.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application #2356 filed on April 20, 2020, for a Special Exception for the real property described as follows:

LL 185 of the 10th Land District of Houston County, Georgia, Lot 4 of Tamie Farms Subdivision, Consisting of 2.88 Acres

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes _____ no _____

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Signature of Official

-
- Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.
 - Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.
 - Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.
 - Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

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

Application No. 2357

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 Ruben Lopez
2. Applicant's Phone Number 478-808-3116
3. Applicant's Mailing Address 317 Durango Pass Warner Robins, GA 31088
4. Property Description LL 100, 10th Land District of Houston County, Georgia, Lot 14, Block "H", Section 4, Phase 2 of Pioneer Acres Subdivision, consisting of 0.86 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a 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.

04-27-20
Date


Applicant

Application # 2357

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

Houston County Zoning and Appeals Commission

Date Filed: April 27, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Notice being posted on the property: May 8, 2020

Date of Public Hearing: May 26, 2020

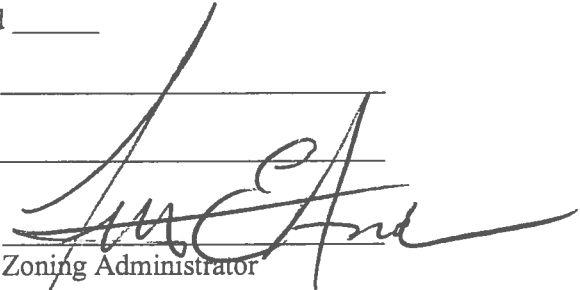
Fee Paid: \$100.00 Receipt # 41833

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

May 26, 2020
Date


Zoning Administrator

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

Date of Recommendation Received: June 2, 2020

Date of Notice in Newspaper: May 6 & 13, 2020

Date of Public Hearing: June 2, 2020

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

59/148

59/148
591448



NOTE: THE TEMPORARY TURN-AROUND AT THE END OF ERIN WAY MUST BE EXTENDED TO FUTURE DEVELOPMENT OR PERMANENTLY PAVED WITHIN 12 MONTHS OF APPROVAL OF THIS FINAL PLAT.

NOTE: THE HEALTH DEPARTMENT REQUIRES AN INDIVIDUAL SITE PLAN FOR LOT 34 BLOCK "G" FOR APPROVAL OF SEPTIC TANK SYSTEM.

CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,500 FEET AND AN ANGULAR ERROR OF 11" PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE.
THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 529,710 FEET.
THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY USING A TOPCON GTS-313 AND 100' TAPE.

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

"I certify that the owner, or his agent, has completed the construction and installation of the streets, drainage, utilities, and other improvements in accordance with the Regulations of Houston County, Georgia, or has posted a performance bond or cashier's check to insure completion as required by County Engineer."
Date: 9/18/02
Signature: [Signature]
Title: Engineer

I certify that the general lot layout shown on this plat has been approved by the Houston County Health Department and development with city or county water and individual septic systems. Individual lot approval required for each lot prior to construction.
Date: 9/18/02
Signature: [Signature]
Title: Environmental Health Specialist
Houston County Health Department.

Doc ID: 003801740001 Type: PLA
Filed: 09/25/2002 at 01:02:53 PM
Fee Amt: Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK59 PG148

"This approval in no way relieves the property owner or contractor of their responsibility toward downstream population that the County therefrom and shall not constitute a recognition of liability by the County of any damages caused by construction or other activities purpursed under said plans and permits."
Date: 9/18/02

CERTIFICATE OF FINAL APPROVAL

This plat has been submitted to and considered by the Planning Commission of Houston County, Georgia, and is approved for recording in the office of the Clerk of the Superior Court by said Commission, dated this 18th day of September, 2002.

THE HOUSTON COUNTY PLANNING COMMISSION

By: [Signature]
Secretary

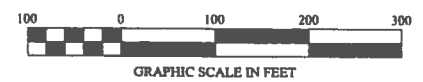
OWNER'S CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON. 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 AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

Date: 9/18/02
Signature: [Signature]
OWNER'S SIGNATURE

I CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW.

Signature: [Signature]
RENEE L. STORY LANDSNO. 1133



	SUBDIVISION	
	PIONEER ACRES SECTION NO 4 PHASE NO 2	
LAND LOTS 93 & 100 HOUSTON COUNTY	10th DISTRICT GEORGIA	SCALE: 1"=100' DATE: SEPT. 4, 2002 DN: 02-245-C1
STORY & COMPANY, INC. 200 WATSON BLVD. SUITE 700 WARNER ROBINS, GA 31091 TELEPHONE: 912-922-7774 FAX: 912-922-3499		

NOTES

1. 16 LOTS IN SUBDIVISION
2. 11.72 ACRES IN SUBDIVISION
3. STREET RIGHTS OF WAY ARE 60'
4. DISTANCES SHOWN ON CORNER LOTS ARE TO PROJECTED STREET RIGHT OF WAY LINES
5. 35' RADIUS ON ALL STREET CORNERS
6. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED

HOUSTON COUNTY
SEP 25 PM 1:02
CLERK SUPERIOR COURT

59/148

59/148

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Home Office uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	No clients will come to the home	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Requirements - Section 95

Comments

Complies

**Doesn't
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Home Businesses are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application #2357 filed on April 27, 2020, for a Special Exception for the real property described as follows:

LL 100 of the 10th Land District of Houston County, Georgia, Lot 14, Block "H", Section 4, Phase 2 of Pioneer Acres Subdivision, Consisting of 0.86 Acres

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes _____ no _____

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

Signature of Official

Note 1: Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

Note 2: Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

Note 3: Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

Note 4: Member of the family - spouse, mother, father, brother, sister, son, or daughter.

Georgelle Tolleson Leonard, Individually and Gregory J. Leonard as Trustee of the Mary Tolleson McKenzie Trust dated June 10, 2005, requested abandonment of unused or unopened street right-of-ways and alleys located within the property described as follows: All that tract or parcel of land, situate lying and being in Land Lot 116 of the 13th Land District of Houston County, Georgia, being known and designated as Tract "A" containing 161.06 acres, according to a plat of survey recorded at Plat Book 81, Page 223, Clerk's Office, Houston Superior Court. 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 the unused or unopened street right-of-ways and alleys located within the property described above, and Chairman Stalnaker to sign the Deed of Abandonment abandoning the unused or unopened street right-of-ways and alleys which are described as follows:

All that tract or parcel of land, situate lying and being in Land Lot 116 of the 13th Land District of Houston County, Georgia, being known and designated as any unopened street right-of-ways or alleys or portions of unopened street right-of-ways or alleys contained within tract "A" containing 161.06 acres, according to a plat of survey recorded at Plat Book 81, Page 223, Clerk's Office, Houston County Superior Court.

This conveyance is subject to any easements for utilities presently existing within the above described property.

**A RESOLUTION OF ROAD ABANDONMENT
BY THE
BOARD OF COMMISSIONERS
OF
HOUSTON COUNTY, GEORGIA**

WHEREAS, Georgelle Tolleson Leonard, Individually, and Gregory J. Leonard as Trustee of the Mary Tolleson McKenzie Trust dated June 10, 2005, have requested that unused or unopened street right-of-ways and alleys located within the property described in Exhibit "A" attached hereto, be abandoned, as shown on the Request Form attached hereto as Exhibit "B"; and

WHEREAS, a survey is attached hereto as Exhibit "C" noting the above-referenced unused or unopened street right-of-ways and alleys to be abandoned; 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; 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, 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, notice of the public hearing for the abandonment of the unused or unopened street right-of-ways and alleys located within the property described in Exhibit "A" attached hereto, was duly published within the County legal organ once a week for two weeks; and

WHEREAS, a public hearing was held on June 2, 2020 at the appointed time; and

WHEREAS, upon the request of Georgelle Tolleson Leonard, Individually, and Gregory J. Leonard as Trustee of the Mary Tolleson McKenzie Trust dated June 10, 2005, that the unused or unopened street right-of-ways and alleys located within the property described in Exhibit "A" attached hereto, be abandoned, and no other legitimate objections thereto have been made.

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

1. It is certified that the removal of the unused or unopened street right-of-ways and alleys located within the property described in Exhibit "A" and are so noted in the survey attached hereto as Exhibit "C" from the County road system is in the best public interest.
2. That the abandonment of said unused or unopened street right-of-ways and alleys herein described be and is approved.

3. That the best interest of Houston County would be served by the conveyance of said unused or unopened street right-of-ways and alleys to the owners of the property said right-of-ways and alleys are located within so that they may be subject to taxation by Houston County.
4. That the deed of abandonment be executed by the Chairman of the Board of Commissioners conveying interest in the unused or unopened street right-of-ways and alleys to the owners of the property said unused or unopened street right-of-ways and alleys are located within.

This _____ day of _____, 2020.

**HOUSTON COUNTY
BOARD OF COMMISSIONERS**

Chairman Tommy Stalnaker

Commissioner H. Jay Walker III

Commissioner Tom McMichael

Commissioner Gail Robinson

Commissioner Larry Thomson

Attest: _____
Barry Holland
Director of Administration

EXHIBIT "A"

All that tract or parcel of land, situate lying and being in Land Lot 116 of the 13th Land District of Houston County, Georgia, being known and designated as any unopened street right-of-ways or alleys or portions of unopened street right-of-ways or alleys contained within tract "A" containing 161.06 acres, according to a plat of survey recorded at Plat Book 81, Page 223, Clerk's Office, Houston County Superior Court.

EXHIBIT "B"

**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: Georgelle Tolleson Leonard and Gregory J. Leonard as Trustees of Mary Tolleson McKenzie Trust dated June 10, 2005
 Address: Post Office Box 89
Perry, GA 31069
 Phone Number: 478-987-2622

2. Location and Description of Property:
All right of ways shown on Tract "A" in Land Lot 116, 13th Land District of Houston County, GA

3. Reason for Request:
Abandon old Road Right of Ways

For Office Use Only

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>
Inspections/P&Z	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>
Environmental Health	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>
Engineering	<input type="checkbox"/>	<input type="checkbox"/>	<u>See Attached Public Works Document</u>
Roads & Bridges	<input type="checkbox"/>	<input type="checkbox"/>	<u>See Attached Public Works Document</u>
Water	<input type="checkbox"/>	<input type="checkbox"/>	<u>See Attached Public Works Document</u>
Fire/E911	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>
Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>

Please review by _____ . Scheduled for _____ 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 Malisa Prue

Robbie Dunbar



Terry Dietsch



Ronnie Heald



Van Herrington



Brian Jones




Travis McLendon

TEM by BCJ

Ken Robinson



Blake Studstill



Dan Walker



Jeff Smith

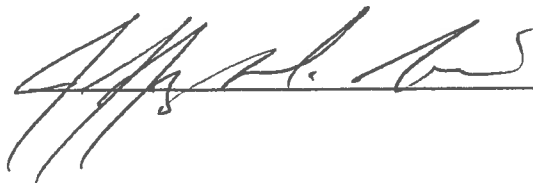


EXHIBIT "C"

LEGEND

- 1. 4.2 ACRES
- 2. 1.1 ACRES
- 3. 1.1 ACRES
- 4. 1.1 ACRES
- 5. 1.1 ACRES
- 6. 1.1 ACRES
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- 47. 1.1 ACRES
- 48. 1.1 ACRES
- 49. 1.1 ACRES
- 50. 1.1 ACRES

THE STATE OF TEXAS, COUNTY OF DALLAS, TEXAS, BEING THE PLACE WHEREIN THE SAME ARE TO BE HAD AND DONE.

I, the undersigned, being a duly qualified and licensed Surveyor in and for the State of Texas, do hereby certify that I am the author of the foregoing plat, and that it is a true and correct copy of the original as the same appears in my office.

WITNESSED my hand and seal of office this 1st day of August, 2011.

 Surveyor

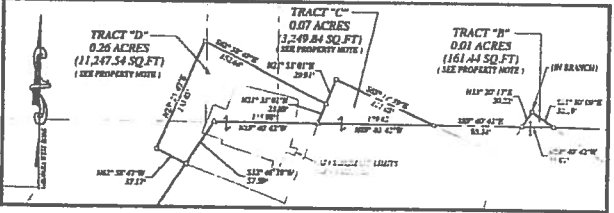
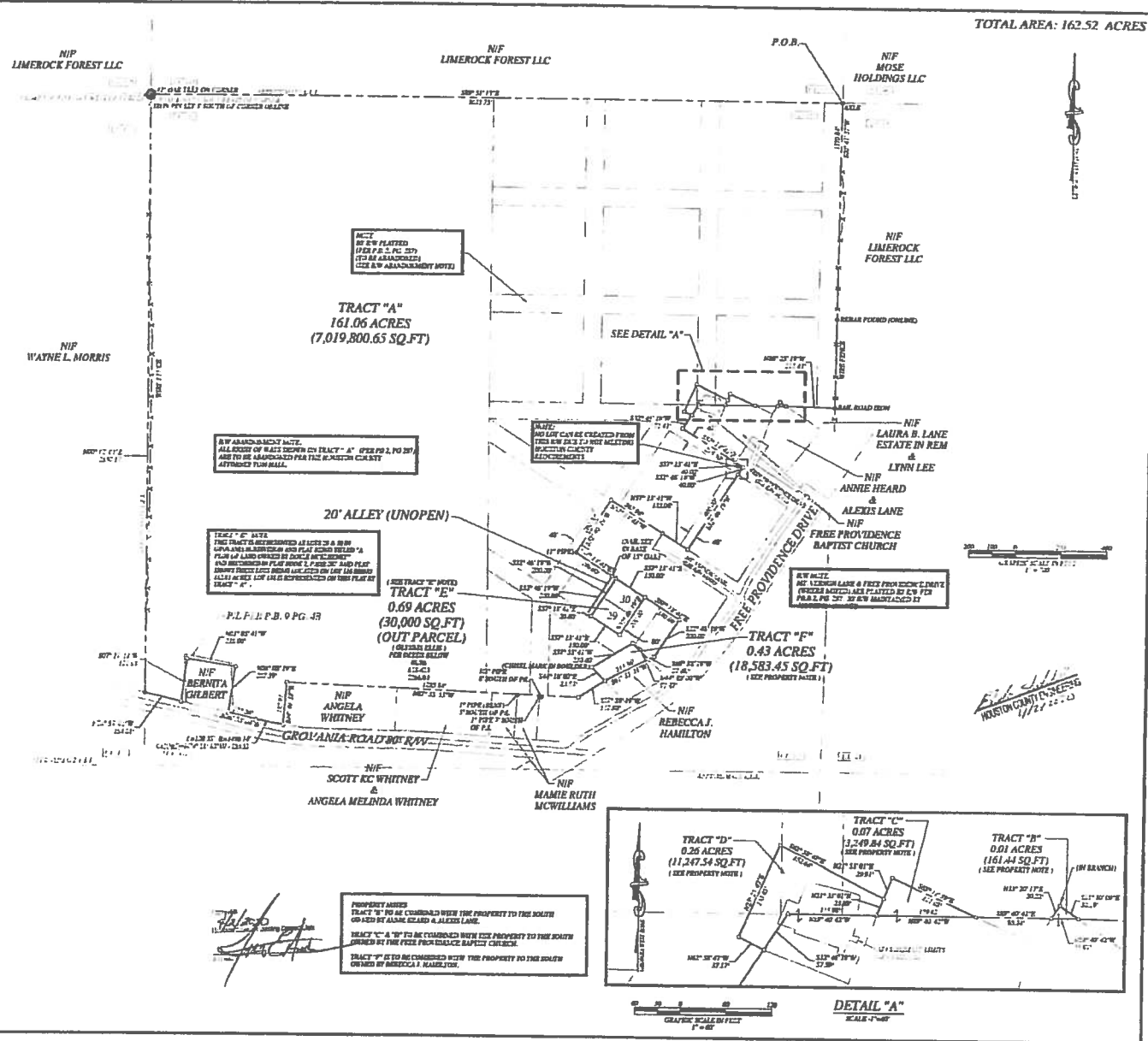
THIS PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS INFORMATION.

 Surveyor

THIS PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A DULY LICENSED SURVEYOR IN THE STATE OF TEXAS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS INFORMATION.

 Surveyor

PLAT NO. BK 81 PG 223



HOUSTON COUNTY, TEXAS
11/11/11



TOTAL AREA: 162.52 ACRES



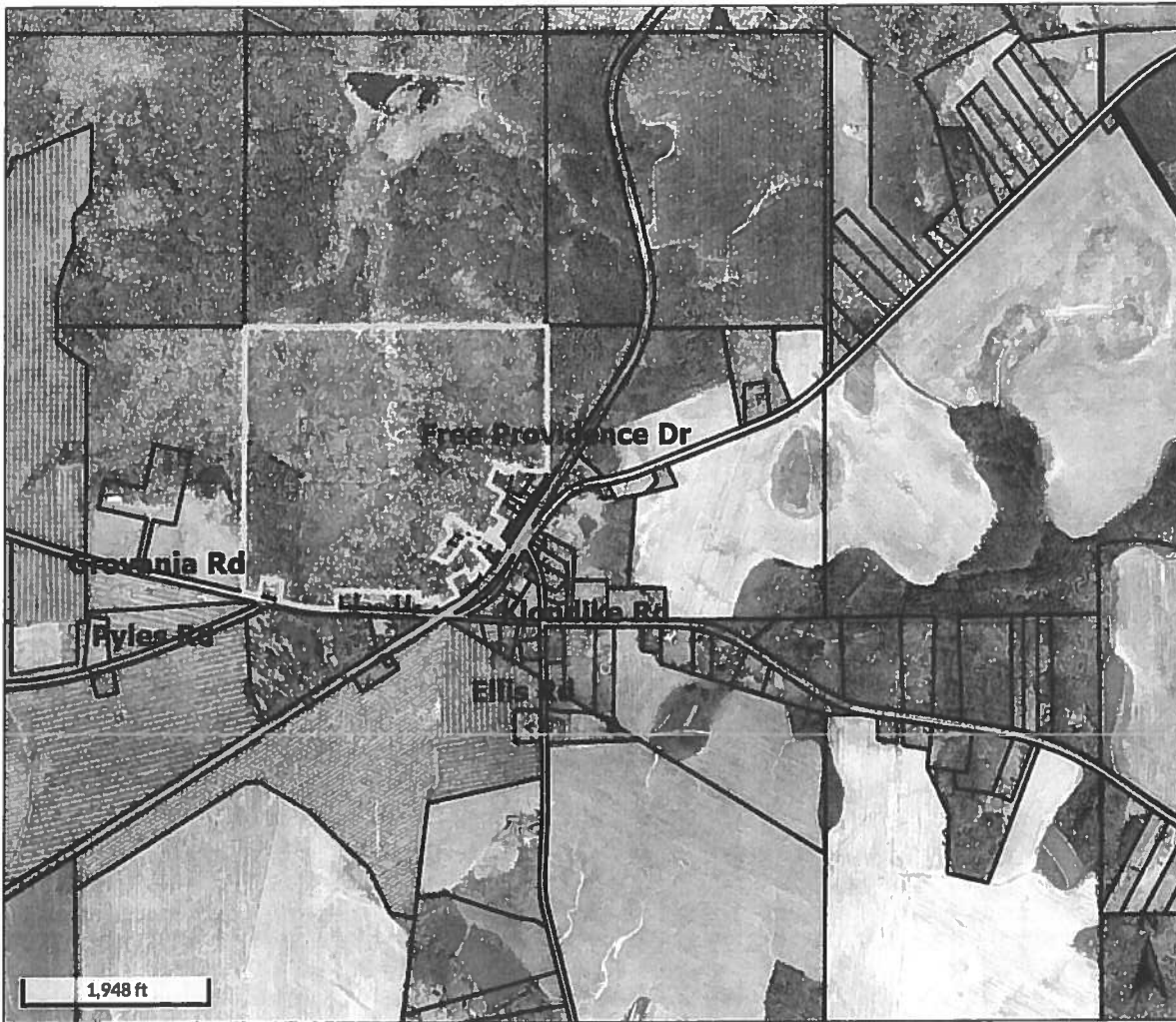
500 East Street
Houston, TX 77002
Phone: (409) 224-3700
Fax: (409) 224-7072
www.nicledsurveying.com

McLeod
SURVEYING

DATE	BY	REVISION
08/01/11	DL	1.00
08/01/11	IA	1.00

DAVID LAMBERT & IRIS ARMSTRONG
HOUSTON COUNTY, TEXAS

S-1.1



Overview



Legend

-  Parcels
-  Roads

Parcel ID	000890 004000	Owner	LEONARD GREGORY J	Last 2 Sales			
Class Code	Consv Use		LEONARD GEORGELLE TOLLESON	Date	Price	Reason	Qual
Taxing District	County		100 HERITAGE CT	7/1/2005		23	U
	County		MACON GA 31210	6/13/2005	\$162810	36	U
Acres	162.81	Physical Address	GROVANIA RD				
		Assessed Value	Value \$392300				
		Land Value	Value \$392300				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 5/27/2020
 Last Data Uploaded: 5/27/2020 6:05:25 AM

(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 between **HOUSTON COUNTY** of the County of Houston, State of Georgia, as party of the first part, hereinafter referred to as "Grantor" and **GEORGELLE TOLLESON LEONARD, Individually, and GREGORY J. LEONARD, as trustee of the Mary Tolleson McKenzie Trust dated June 10, 2005**, as party of the second part, hereinafter referred to as "Grantee";

WITNESSETH

That the Grantor, for and in consideration of 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 116 of the 13th Land District of Houston County, Georgia, being known and designated as any unopened street right-of-ways or alleys or portions of unopened street right-of-ways or alleys contained within tract "A" containing 161.06 acres, according to a plat of survey recorded at Plat Book 81, Page 223, Clerk's Office, Houston County Superior Court.

This conveyance is subject to any easements for utilities presently existing within 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.

Deed of Abandonment
Houston County
To Georgelle Tolleson Leonard, Individually, and
Gregory J. Leonard, as Trustee of the
Mary Tolleson McKenzie Trust dated June 10, 2005
Page 2

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:

Board of Commissioners of Houston County

Witness

By: _____
Title: Chairman

Notary Public

Attest: _____
Title: Director of Administration

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, 2020 thru June 30, 2021.

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, 2020 and ending June 30, 2021.

EMPLOYMENT CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2020, 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, 2020 and continuing until June 30, 2021. 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, 2020, 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 _____, 2020, 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, 2020 and continuing until June 30, 2021. 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, 2020, 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

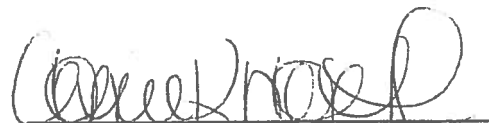
Attest: _____

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 _____, 2020, 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, 2020 and continuing until June 30, 2021. 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, 2020, 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**

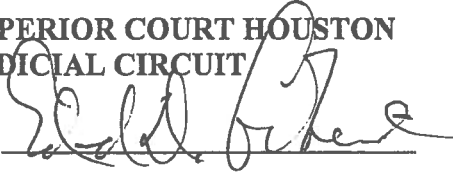
By: _____

Title: Chairman

Attest: _____

Title: Director of Administration

**SUPERIOR COURT HOUSTON
JUDICIAL CIRCUIT**

By: 

Title: Superior Court Judge


Wendy Nelson, Court Reporter

This request from the Superior Court Accountability Court is to renew contracts with NAMI of Central GA, the Middle Flint Area Community Service Board, and Infinite Health Wellness, LLC to provide services covered under the current grant program.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing a contract for services with NAMI of Central Georgia to provide transportation services for participants of the Houston County Accountability Court; and, to sign with NAMI of Central Georgia, the Middle Flint Area Community Service Board, and Infinite Health Wellness, LLC to provide therapeutic counseling services and healthcare education for participants of the Houston County Accountability Court. Each of the four contract terms will be effective July 1, 2020 and terminate June 30, 2021.

CONTRACT FOR SERVICES

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 13th day of May 2020
by and between Houston County, Georgia, a political subdivision of the State of
Georgia ("County") and NAMI of Central Georgia ("Contractor").

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of
NAMI of Central Georgia (Contractor), for the purposes and during the time set
out below; and,

WHEREAS, Houston County has the power and authority to utilize
independent contractors in order to provide professional services.

NOW, THEREFORE, in consideration of the mutual covenants and
obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that he is
qualified to perform the duties of Accountability Court Transportation Provider for
the Houston County Accountability Court.

2. Services Provided by Contractor. Contractor shall provide services
agreed to by Houston County and the Contractor in cooperation with program
staff. The services to be provided by the Contractor shall include, but are not
limited to, the following:

agrees to:

a) Provide transportation to drug tests, court dates and other

appointments for assigned participants in the judicially supervised accountability program;

- b) Attend treatment meetings and/or court hearings if requested;
- c) Contact Accountability Court staff if any problems occur during any said transport;
- d) May perform other duties as required by the Accountability Coordinator.
- e) Provide proof of Auto Insurance on driven vehicle as requested by the Accountability Court.

3. Classification of Contractor. The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia merit System or the Superior Courts of the Houston Judicial Circuit. Contractor shall not be considered an affiliate of the State of Georgia, Houston County, or the Superior Courts of the Houston Judicial Circuit. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives ("Indemnitees") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements

caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnatee arising out of contractor's provision of services as set forth in this Agreement.

4. Compensation. Houston County shall pay to a sum not to exceed **\$30.00** per hour in exchange for their professional services. Contractor agrees to provide appropriately itemized statements documenting such services on a bi-weekly basis, and payment shall be made by Houston County promptly thereafter according to its schedule for the payment of the bills.

5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2020 until June 30, 2021.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the Program.
- e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

CONTRACTOR

BY: Paula Kraft

HOUSTON COUNTY, GEORGIA

BY: _____
Chairman, Houston County Board of Commissioners

MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 13th day of May 2020 by and between Houston County, Georgia, a political subdivision of the State of Georgia ("County") and NAMI of Central Georgia ("Contractor").

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of NAMI of Central Georgia (Contractor), for the purposes and during the time set out below; and,

WHEREAS, Houston County has the power and authority to utilize independent contractors in order to provide professional services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that they are qualified to perform the duties of Therapeutic Counseling Services and Healthcare Education.
2. Services Provided by Contractor. Contractor shall provide services agreed to by Houston County and the Contractor in cooperation with program staff. The services to be provided by the Contractor shall include, but are not limited to, the following:

NAMI OF CENTRAL GEORGIA agrees to:

- a) attend treatment team meeting and participate in eligibility and compliance reviews, with the goal of maximizing participation and outcomes.
- b) All participants will be scheduled for an intake interview to determine diagnosis and specific needs of the participant.
- c) Provide appropriate counseling services to include: Paycheck to Power Group, Peer to Peer, Family to Family, NAMI Connection Recovery Support Group, Homefront, Horticulture Therapy, Life Skills Training, Relapse Prevention, Substance Abuse Education, Substance Abuse Aftercare, Dual Diagnosis, and Medication Management.
- d) Provide Mental Health Court Coordinator weekly updates on each participant's attendance at appointments and compliance with treatment recommendations. Such updates shall be entered in the web based case management system utilized by the court.
- e) Appear in court and treatment team meetings.
- f) Other duties as required by the Mental Health Court Coordinator or Judge Katherine K. Lumsden.

3. Classification of Contractor. The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia merit System or the Superior Courts of Houston Judicial Circuit. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor

hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives ("Indemnitees") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgements, and settlements caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnitee arising out of contractor's provision of services as set forth in the Agreement.

4. Compensation. Houston County shall pay to NAMI of Central Georgia a sum not to exceed \$50.00 for a participant's intake appointment. Houston County shall pay a sum not to exceed \$70.00 per class offered per participant, unless 6 or more participants attend class. If 6 or more participants attend class, the price of each class is \$50.00 per participant. Contractor agrees to provide appropriately itemized statements rendering such services on a bi-weekly basis, and payment shall be made by Houston County promptly thereafter according to its schedule for payment of bills.
5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2020 to June 30, 2021.
6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be

binding upon the parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the Program.
- e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.
- f) Inability to provide contracted services.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

CONTRACTOR

BY: Paul Janki

WITNESS: Debra H

HOUSTON COUNTY, GEORGIA

BY: _____

Chairman, Houston County Board of Commissioners

MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 12th day of May 2020, by and between Houston County, Georgia, a political subdivision of the State of Georgia ("County") and Middle Flint Area Community Service Board ("Contractor").

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of Middle Flint Area Community Service Board (Contractor), for the purposes and during the time set out below; and,

WHEREAS, Houston County has the power and authority to utilize independent contractors in order to provide professional services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that they are qualified to perform the duties of Therapeutic Counseling Services, Healthcare Education, Case Management, Clinical Evaluations, and have a Physician to Prescribe and Monitor Appropriate Medications.
2. Services Provided by Contractor. Contractor shall provide services agreed to by Houston County and the Contractor in cooperation with program staff. The services to be provided by the Contractor shall include, but are not limited to, the following:

MIDDLE FLINT AREA COMMUNITY SERVICE BOARD agrees to:

- a) **Schedule an appointment within 24 hours of a referral to the Mental Health Court for a clinical evaluation by a licensed counselor using multiple screening tools (TCU DS-II, CMHS for Men or Women as appropriate, and a clinical interview that addresses mental health and substance abuse issues) to rule in/out the presence of a severe and persistent mental illness. Efforts will be made to conduct the evaluation within 10 business days of the referral.**
 - b) **Attend treatment team meeting and participate in eligibility and compliance reviews, with the goal of maximizing participation and outcomes.**
 - c) **All participants will be scheduled for an intake interview within two days of being accepted into the program, to determine specific needs ie., counseling, detox, medication and design an Individual Counseling Plan (ICP).**
 - d) **Provide appropriate counseling services to include but not limited to: Individual Therapy, Anger Management, Relapse Prevention, Criminal Addictive Thinking, Trauma Focused, Moral Reconciliation Therapy (MRT), Motivational Interviewing, Psycho Education Groups that include Transitional Skills and Co-Occurring, Peer Program, SAIOP Groups, and Inpatient Substance Abuse Programs.**
 - e) **Within 24 hours have doctor's appointment scheduled for new participants. Efforts will be made to have the participant seen by the doctor within 5 business days of said participant being accepted into program.**
 - f) **Each new participant will be referred to case management within 24 hours and efforts will be made to have a case manager assigned to new participant within 7 business days of being accepted into the program. Each new participant shall have**
-

at least one meeting with new said case manager before the next scheduled court date.

- g) When clinically appropriate, the participant shall be placed into the Motivational Interviewing group, Peer Program, or SAIOP. Efforts will be made to do so within 5 business days of entering into the program.
- h) Provide gender specific treatment if necessary.
- i) Provide Mental Health Court Coordinator weekly updates on each participant's attendance at appointments, compliance with treatment recommendations progress and current medication and medication compliance. Such updates shall be entered in the web based case management system utilized by the court.
- j) Appear in court and treatment team meetings.
- k) Other duties as required by the Mental Health Court Coordinator or Judge Katherine K. Lumsden.
- l) Accept donations and put all donations in the Center's operating account under a separate cost center and line item. All donations will only be used for items approved by Accountability Court Team for the Houston County Accountability Court. If the Accountability Court is discontinued, the Accountability Court Team will make the decision of how the remaining funds shall be utilized or donated.

3. **Classification of Contractor.** The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia Merit System or the Superior Courts of Houston

Judicial Circuit. Nothing in this agreement shall prohibit Houston County from utilizing other independent contractors for the same services as written in this agreement. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives ("Indemnitees") from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgements, and settlements caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnitee arising out of contractor's provision of services as set forth in the Agreement.

4. Compensation. Middle Flint Area Community Service Board will bill the court participant or their third party payer for services requested by Houston County.
 5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2020 to June 30, 2021.
 6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be binding upon the parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.
-

7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the Program.
- e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.
- f) Inability to provide contracted services.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

HOUSTON COUNTY, GEORGIA

BY: _____
Chairman, Houston County Board of Commissioners

CONTRACTOR

BY: _____
CEO, Middle Flint Area Community Service Board

WITNESS: _____

MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 11th day of May, 2020, by and between Houston County, Georgia, a political subdivision of the State of Georgia ("County") and Infinite Health Wellness LLC ("Contractor").

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of Infinite Health Wellness LLC (Contractor), for the purposes and during the time set out below; and,

WHEREAS, Houston County has the power and authority to utilize independent contractors in order to provide professional services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. Designation of Contractor. Said Contractor represents that they are qualified to perform the duties of Therapeutic Individual and Group Counseling Services, Healthcare Education, Clinical Evaluations and Recommendations.
2. Services Provided by Contractor. Contractor shall provide services agreed to by Houston County and the Contractor in cooperation with program staff. The services to be provided by the Contractor shall include, but are not limited to, the following:

INFINITE HEALTH WELLNESS LLC agrees to:

- a) Within 7 business days of a referral to the Mental Health Court conduct a clinical evaluation by a licensed counselor using multiple screening tools (TCU DS-II, CMHS for Men or Women as appropriate, and a clinical interview that addresses mental health and substance abuse issues) to rule in/out the presence of a severe and persistent mental illness.
- b) Attend treatment team meeting as needed and participate in eligibility and compliance reviews, with the goal of maximizing participation and outcomes.
- c) Provide appropriate counseling services to include but not limited to: Individual Therapy, Seeking Safety, Trauma Recovery Empowerment Model, Motivational Interviewing Cognitive Behavioral Intervention for Substance Use, Moral Reconciliation Therapy, and Moral Reconciliation Therapy (Trauma Focused).
- d) Each participant shall be placed into the Motivational Interviewing group within 5 business days of entering into the program.
- e) Provide gender specific treatment if necessary.
- f) Provide Mental Health Court Coordinator weekly updates on each participant's attendance at appointments, compliance with treatment recommendations progress and current medication and medication compliance. Such updates shall be entered in the web based case management system utilized by the court.
- g) Appear in court and treatment team meetings as needed.
- h) Other duties as required by the Mental Health Court Coordinator or Judge Katherine K. Lumsden.

3. Classification of Contractor. The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor

shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia merit System or the Superior Courts of Houston Judicial Circuit. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives (“Indemnitees”) from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgements, and settlements caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnatee arising out of contractor’s provision of services as set forth in the Agreement.

4. Compensation. Houston County shall pay to Infinite Health Wellness LLC a sum not to exceed \$172.50 for every session of 1.5 hours of group therapy, \$125.00 for every staffing attended, \$57.50 for every 30 minutes of assessment completed, \$112.50 for every client session of individual therapy, \$25.00 for every 15 minutes of care coordination, and \$28.75 for every 15 minutes of crisis intervention. Contractor agrees to provide appropriately itemized statements rendering such services on a monthly basis, and payment shall be made by Houston County promptly thereafter according to its schedule for payment of bills.
5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated

by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2020 to June 30, 2021.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be binding upon the parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.
7. Grounds for Termination. Paragraph 5 herein notwithstanding, commission of any of the below listed offenses by Contractor may result in immediate termination of this Contract:
 - a) Arrest for a felony offense.
 - b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
 - c) Acts involving moral turpitude.
 - d) Fraternalization outside the professional context with any participant of the Program.
 - e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.
 - f) Inability to provide contracted services.

IN WITNESS WHEREOF, these parties have caused this agreement to be executed the day and year first above written.

CONTRACTOR

BY: Crystal Wadden, LLC

WITNESS: Kathleen

HOUSTON COUNTY, GEORGIA

BY: _____
Chairman, Houston County Board of Commissioners

TITLE	MOU Contract
FILE NAME	Inifinite Wellness MOU FY 21.docx
DOCUMENT ID	88ac7ba441f67365b8c3c9782d6b90dbaca39614
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History

**SENT****05 / 11 / 2020**
18:32:13 UTC

Sent for signature to Chrystal A Wasden
(cwasden@infinitewellnessllc.com) from
cwasden@infinitewellnessllc.com
IP: 174.78.199.246

**VIEWED****05 / 11 / 2020**
18:32:45 UTC

Viewed by Chrystal A Wasden
(cwasden@infinitewellnessllc.com)
IP: 174.78.199.246

**SIGNED****05 / 11 / 2020**
18:33:15 UTC

Signed by Chrystal A Wasden
(cwasden@infinitewellnessllc.com)
IP: 174.78.199.246

**COMPLETED****05 / 11 / 2020**
18:33:15 UTC

The document has been completed.

Board Appointments

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the following reappointments:

Zoning & Appeals Board:	Arthur Clarke, Jr.	6/06/20 thru 6/05/24
	Eddie Walker	6/06/20 thru 6/05/24
Region V EMS Board:	Dave Borghelli	7/01/20 thru 6/30/23
	Brenda Kosar	7/01/20 thru 6/30/23

At the August 6, 2019 meeting the Board approved the 2019 Supplemental LMIG (Safety Improvement Project) for striping and signage on certain County roads. The allotment was for \$50,000 from GDOT with a required \$15,000 match from the County. To date, funds spent accomplishing the identified projects total \$50,972. This leaves \$14,028 to be spent to meet our match.

Four additional roadways have been identified that require striping work at a total cost of \$17,715 bringing our total spend to \$68,687. Public Works staff is requesting approval to add this additional work so that we can meet the minimum requirements of the 2019 Safety LMIG.

Motion by _____, second by _____ and carried _____ to

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the four additional roadways as listed below to the 2019 Supplemental LMIG program, and to increase the amount of the County's match total to cover the additional cost.

Old Vienna Road	Center and Edge Line Striping
Scott Road	Center and Edge Line Striping
Rio Pinar Drive	Center Line Striping
Valley Drive	Center and Edge Line Striping



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Robbie Dunbar, Director of Operations

From:  Ken Robinson, Jr., Traffic Engineer

Date: May 27, 2020

CC: Ronnie Heald

RE: 2019 Safety LMIG

Listed below are additional items that are being requested to extend the scope of the 2019 Safety LMIG to complete the requirements for the spending of the allotted funds. Below is also a recap of the items spent to date:

- Required funds to spend \$65,000.00(\$50,000 GDOT; \$15,000.00 Houston Co. match)
- Approximately \$45,000 has been spent with striping contract
- \$5,972 of sign material is on order from Vulcan Signs
- Total monies spent for 2019 Safety LMIG is \$50,972.00
- Remaining to be spent is \$14,028.00

Listed below are proposed additional roadways to add to meet the minimum requirements of the 2019 Safety LMIG

Road Name	Description of Work	Cost
Old Vienna Road	Center and Edge Line	\$7,220
Scott Road	Center and Edge Line	\$5,065
Rio Pinar Drive	Center	\$1,877
Valley Drive	Center and Edge Line	\$3,553

- Total cost for the proposed additional roadways- **\$17,715.00**

Total estimated cost of 2019 Safety LMIG would be **\$68,687.00**

Bids were solicited for the Elko Road Water Line Extension project with eight contractors submitting. After a thorough evaluation, our Water System consultants Carter & Sloope have found low bidder Low Tide Piping, LLC to have the experience, technical ability and financial capability to complete this project. Carter & Sloope has recommended Low Tide Piping for the base bid amount of \$462,703.58. Houston County Public Works staff support this recommendation.

Motion by _____, second by _____ and carried _____ to

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the award of the Elko Road Water Line Extension project to Low Tide Piping, LLC of Wrightsville, GA in the amount of \$462,703.58. This is a 2012 SPLOST funded project.



MEMORANDUM

To: Board of Commissioners

From: Brian Jones, Utility Engineer *BJ*

OK
[Signature]

Date: Tuesday, May 26, 2020

CC: Riley Scarborough, Water Distribution Superintendent

RE: **Elko Road Water Line Extension for the Houston County Board of Commissioners**

Please consider this request to approve the bid for the above referenced project. After soliciting bids from contractors, the Water Department received bids on Thursday, April 30, 2020. Listed below is a summary of the results.

Bid Summary	
Low Tide Piping, LLC	\$462,703.58
Pyles Plumbing & Utility Con., Inc.	\$471,245.45
TMT Utilities, LLC	\$510,808.72
Gordy Construction Company	\$511,402.05
Fortis Engineering	\$526,581.10
Coggins Construction	\$556,231.99
United Consolidated Group, Inc.	\$560,524.54
RDJE, Inc.	\$620,986.60

The Water Department and its consultant recommends awarding the contract to **Low Tide Piping, LLC**, as the lowest bidder at **\$462,703.58**. This project will be funded using proceeds from the SPLOST program.

For your reference, I have attached the recommendation letter from the consultant. I appreciate your time and consideration of this request.

BJ/bj



May 23, 2020

Mr. Brian Jones
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

SUBJECT: Houston County, Georgia
Elko Road Water Line Extension
C&S Project No.: H9500.107

Dear Brian:

As you are aware, bids were received and opened for the above subject project on April 30th, 2020 at 11:00 am. A total of eight (8) responsive bids were received out of the nine (9) companies listed on the plan-holders list. Low Tide Piping, LLC out of Wrightsville, Georgia with a base bid of \$462,703.58 was determined to be the low bidder. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Low Tide Piping, LLC	\$462,703.58	---
2. Pyles Plumbing & Utility Con., Inc.	\$471,245.45	1.8%
3. TMT Utilities, LLC	\$510,808.72	10.4%
4. Gordy Construction Company	\$511,402.05	10.5%
5. Fortis Engineering	\$526,581.10	13.8%
6. Coggins Construction	\$556,231.99	20.2%
7. United Consolidated Group, Inc.	\$560,524.54	21.1%
8. RDJE, Inc.	\$620,986.60	34.2%

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from the Cincinnati Insurance Company, which is listed in the U.S. Treasury Circular #570. The Cincinnati Insurance Company is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The Cincinnati Insurance Company has a current A.M. Best rating of "A+" which exceeds the requirements of the contract documents.

C&S reached out to multiple references provided by Low Tide Piping, LLC as part of our due diligence evaluation process. The respondents we spoke with confirmed that Low Tide Piping, LLC has successfully completed similar size pipeline diameter projects in a timely manner with proper restoration. The majority of their experience has included pipeline construction in the arena of civil/site/subdivision development. We, along with Houston County staff, spoke to developers familiar with Low Tide Piping staff and those references again verified that Low Tide Piping, LLC has successfully completed pipeline construction projects. Our evaluation also included

discussions with Low Tide Piping, LLC directly to determine the type of equipment they have available, number of crews they operate, number of men per crew, supervisor experience, and the materials of construction planned for this project. Based on our findings, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project. **Carter & Sloope therefore recommends the project be awarded to Low Tide Piping, LLC at a Total Base Bid amount of \$462,703.58.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing four (4) copies of the Notice of Award for this project. Please execute all four (4) copies of the Notice of Award and return them to our office as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in black ink, appearing to read "Chad Sipe", written in a cursive style.

Chad Sipe, PE

Encl: Certified Bid Tabulation – 1 copy
Notice of Award – 4 copies

Cc: Mr. Robbie Dunbar, Houston County Public Works (w/ 1 copy of each)
Mr. Riley Scarborough, Houston County Public Works (w/ 1 copy of each)
File (w/ 1 copy of each)

8

Summary of bills by fund:

• General Fund (100)	\$ 884,924.30
• Emergency 911 Telephone Fund (215)	\$ 24,771.96
• Fire District Fund (270)	\$ 13,344.49
• 2006 SPLOST Fund (320)	\$ 1,010.00
• 2012 SPLOST Fund (320)	\$ 32,218.65
• 2018 SPLOST Fund (320)	\$1,478,078.64
• Water Fund (505)	\$ 250,132.30
• Solid Waste Fund (540)	<u>\$ 291,356.25</u>

Total for all Funds \$2,975,836.59

Motion by _____, second by _____ and carried _____ to

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the payment of the bills totaling \$2,975,836.59