

# HOUSTON COUNTY COMMISSIONERS MEETING

Warner Robins, Georgia

June 21, 2022

5:00 P.M.

## Call to Order

## Turn Off Cell Phones

Invocation - Commissioner Walker

## Pledge of Allegiance

## Approval of Minutes from June 7, 2022 & June 14, 2022

## New Business:

1. Personnel Request (Equipment Operator / Landfill) – Commissioner Talton
2. Memorandum of Agreement (Middle Flint CSB/Accountability Court) – Commissioner Talton
3. Change Order (Courthouse Parking Lot / JWS, LLC) – Commissioner Talton
4. Major Thoroughfare Amendment (Boutwell Road) – Commissioner Robinson
5. Supplemental Engineering Services Agreement (R.K. Shah) – Commissioner Robinson
6. Timber Thinning (Woodard Land and Timber / Landfill) – Commissioner Robinson
7. Tire Tipping Fees Adjustment (Landfill) – Commissioner Byrd
8. Health Department Expansion GMP (ICB Construction Group) – Commissioner Byrd
9. City of Perry Annexation Request (McCrary / 111 Hill Road) – Commissioner Byrd
10. Poll Workers for General Primary/Nonpartisan Run-Off Election – Commissioner Walker
11. Independent Contractor Agreements (Juvenile Court) – Commissioner Walker
12. Approval of Bills – Commissioner Walker
13. Vice Chair Appointment for Remainder of 2022 – Commissioner Walker
14. Complaint for Injunctive Relief (201 Virginia Dare Drive) – County Attorney Hall
15. Resolution Adopting FY23 Budget – Chairman Stalnaker

## Public Comments

## Commissioner Comments

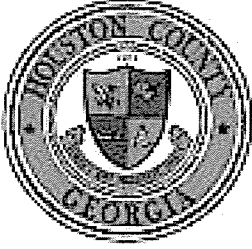
## Motion for Adjournment

Landfill Superintendent Terry Dietsch is requesting to hire Joe Burress to fill the vacant Equipment Operator position at the Landfill. Staff agrees that Mr. Burress possesses the requisite qualifications and experience to qualify for the C-step.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**hiring Joe Burress for the vacant Equipment Operator position at the Landfill at a Grade 10-C effective June 22, 2022.**



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## Houston County Personnel Department

Houston County Board of Commissioners  
200 Carl Vinson Parkway  
Warner Robins, GA 31088  
478/542-2005 (Office) 478/542-2118 (Fax)

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To: County Commissioners  
From: Kenneth Carter, Director of Personnel  
Date: June 2, 2022  
Re: New Hire Equipment Operator

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Terry Dietsch is requesting to hire Joe Burress to the vacant equipment operator position at the Landfill. Mr. Burress has several years military experience in operating and maintaining equipment in addition to operating equipment outside of the military. He also has a CDL class A license. Based on that experience, Mr. Dietsch would like to hire at Grade 10 step C. He does exceed the qualifications to start at the C step. If approved this request will be effective June 22, 2022. Please consider this request.



# Houston County Public Works

## Office

2018 Kings Chapel Road  
Perry, Georgia 31069  
478-987-4280  
FAX 478-988-8007

Robbie Dunbar  
Director of Operations

Jordan Kelley  
Office Manager

Michael Phillips  
Facilities Superintendent

Christopher Stoner  
Fire Chief/EMA Director

Ronnie Heald, P.E.  
County Engineer

Travis McIndon  
Roads Superintendent

Brian Jones, PE  
Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## Memo

**To:** Ken Carter, Director of Personnel

**From :** Terry Dietsch, Solid Waste Superintendent

**Date :** June 2, 2022

**Re :** Equipment Operator

A handwritten signature in cursive script, appearing to read "Terry Dietsch".

Please consider this request to hire Mr. Joseph Burress as an equipment operator at the landfill. Paygrade requested is 10C based on his experience and military career. Start date would be June 27, 2022.

# HOUSTON COUNTY APPLICATION FOR EMPLOYMENT

It is the policy of Houston County to select new employees and to promote current employees without regard to race, sex, religion, national origin, marital status or disability.

**INSTRUCTIONS:** You must answer all items on this application fully and accurately. The information that you give will be used in determining your qualifications and rating for employment. If an item does not apply to you, or if there is no information to be given, write the letters "N/A" for Not Applicable. **PRINT IN INK OR TYPE.** A resume may be attached BUT WILL NOT be accepted in lieu of this application. In order to be assured consideration for employment, your application must be received no later than the closing date of the vacancy announcement.

Position(s) Desired: (1) Equipment Oper<sup>(2)</sup> (3) \_\_\_\_\_ Date: 17 MAY 22

Full Time     Part Time     Temporary    Salary Desired: \$ 35,000

### PERSONAL DATA

Name: Last Burress First Joseph Middle Keith Social Security Number: [REDACTED]

Address: [REDACTED] No. & Street Apt. No. \_\_\_\_\_ City, State, Zip Hawkinsville, GA 31036

Telephone Numbers: Home [REDACTED] Business: [REDACTED] Are you between the ages of 17 and 70?  Yes  No

U. S. Citizen or Permanent VISA  Yes  No If no, give work permit number: \_\_\_\_\_

Have you ever been convicted of a crime other than a minor traffic violation? (A conviction does not automatically exclude you from employment consideration)  Yes  No If yes, explain on a separate sheet. \_\_\_\_\_

Do you have a relative working for the county?  Yes  No If yes, give name(s) and relationship. \_\_\_\_\_

Have you ever been employed by Houston County?  Yes  No If yes, give dates, location and job classification: \_\_\_\_\_

Do you possess a valid motor vehicle Driver's License?  Yes  No Class A Lic No. [REDACTED]

### EDUCATION

	Name and Location	From Mo/Yr	To Mo/Yr	Highest Grade Completed	Did You Graduate	Type Degree	Major	Date Degree Obtained or To Be Obtained
High School								
College(s) (Other if Applicable)	<u>Columbia Southern Un. Orange Beach, AL</u>	<u>05/13</u>	<u>07/17</u>		<u>Y</u>	<u>Bachelors</u>	<u>OSHA</u>	<u>July 2017</u>
Graduate School								

### MILITARY

Branch of U.S. Service U.S. Air Force From Mo/Yr. Sept 93 To Mo/Yr. Dec 14 Rank E-6

Major Duties: (Explain on separate sheet) \_\_\_\_\_

Honorable Discharge:  Yes  No (If no, explain on separate sheet)

Service Schools or special training (Explain on separate sheet) \_\_\_\_\_

Do you have a Reserve Obligation?  Yes  No (If yes, please describe) \_\_\_\_\_

EMPLOYMENT HISTORY: Please provide a complete employment history, listing all positions held, including military, part-time, summer, and volunteer. It is most important that you provide exact dates of employment, exact title or position, and detailed description of duties. If you held more than one position with an employer, please treat each position separately. This information will help determine eligibility. If submitting a resume, complete all information except Job Duties.

Were you ever discharged or asked to resign from any position?  Yes  No May we contact your present employer  Yes  No

**(Begin with your present or most recent employer)**

Name of Employer Waste Management Address 108 State Rt 247 Spur Kathleen GA

Employment Dates (mo/yr) Salary \_\_\_\_\_ hrs/wk  
 from July / 2020 Starting: \$ 22.00 per hr  
 to \_\_\_\_\_ Present: \$ 22.80 per hr

Name and Title of Supervisor Tim Wynn Telephone Number [REDACTED]  
 Job Duties Customer Service - Pull 20, 30, and 40 YAO Containers Including compactors - Ensure Safety of Vehicle and Driver

Position Title Roll off Driver

Reason for Leaving \_\_\_\_\_

Name of Employer NG Turf Address 1487 Black Dirt Rd Whitesburg GA

Employment Dates (mo/yr) Salary 6.00 hrs/wk  
 from Aug / 2020 Starting: \$ 23.00 per hr  
 to Jun / 2021 Present: \$ 25.00 per hr

Name and Title of Supervisor Chris Carter Farm Manager Telephone Number [REDACTED]  
 Job Duties Ensure SAK Delivery to Customer of SOD Pallets. Pre/post trip of vehicle and SAK operation

Position Title Class A Driver

Reason for Leaving Unsafe Work Conditions

Name of Employer Roehl Transportation Address 1916 E 29th St Marshfield, WI

Employment Dates (mo/yr) Salary \_\_\_\_\_ milage hrs/wk  
 from Feb / 2019 Starting: \$ .42 per mile  
 to Aug / 2020 Present: \$ .65 per mile

Name and Title of Supervisor Safety Telephone Number [REDACTED]  
 Job Duties Taught Securement and Vehicle Training. Safety operation of Tractor Trailer SOR over 130k miles

Position Title Flashed Trainer

Reason for Leaving fulfilled Contract

**REFERENCES**

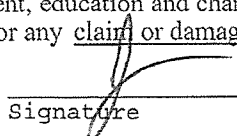
List three references (NOT minors, relatives or former employers) who have known you well during the past few years.

NAME	ADDRESS	OCCUPATION	PHONE NO.	NO. YEARS KNOWN
<u>Mikie Ray</u>	<u>906 E. Flournoy Rd Newkirkville, GA</u>	<u>Equipment Operator</u>	[REDACTED]	<u>3 yrs</u>
<u>Samual Blue</u>	<u>1505 Canterbury Ct Perry GA 31069</u>	<u>Logistics Manager</u>	[REDACTED]	<u>8 yrs</u>
<u>Russ Earles</u>	<u>805 Sunny side Ave Aurora, IN 47001</u>	<u>Line Foreman</u>	[REDACTED]	<u>24 yrs</u>

**CERTIFICATION AND AUTHORIZATION FOR RELEASE OF INFORMATION**

I CERTIFY that the information given by me in this application is true and complete to the best of my knowledge knowing that any false information, misrepresentation, or concealment of fact is sufficient grounds for my application to be rejected or, if employed, my employment terminated.

I UNDERSTAND AND AGREE that all information furnished in this application may be verified by the County. I further understand that any offer of employment may be revoked in the event a drug test, given by the County discloses information on me which is considered disqualifying. I hereby authorize all individuals and organizations named or referred to in this application and any law enforcement organization to give the Houston County Government all information relative to my employment, education and character, and hereby release such individuals, organizations, and Houston County from any liability for any claim or damage which may result.

Signature 

Date 17 MAY 22

Major duties that I had in the military included vehicle maintenance, training, safety, and environmental compliance. With the vehicle maintenance I had to ensure that every vehicle I worked on was in a safe and serviceable standard of operation. I worked on any vehicle (wheeled or track) that the air force has. I also worked on any Special Operations vehicles from motorcycles to all-terrain vehicles over to boats. Once I made E5, I was in charge of making sure the Airmen under me knew what they were doing. I had to make sure that they knew how to read the Tech annual and also knew what the parts did. I have successfully trained well over 200 individuals in the maintenance field. For safety I was always in charge of doing safety inspections and ensuring that there were no hazards to get hurt on. I had to read and review all safety procedures and be up to date on any new equipment that came in so I could teach about it and train the individuals. My last 2.5 years in the Air Force, I worked with the EPA and the GA EPD. I was the individual in charge of all chemical for our group and had to make sure that we did not have any unauthorized chemicals in any shop.

I have had training on many pieces of equipment. In the early 1990's I was trained by the military on the front loader, D7g, and the earth mover (pan). I used these pieces of equipment on a daily basis for about a year. I have been trained on a roll off truck and currently operate on a daily basis. I also know how to use a tractor and a brush hog.

This request from the Superior Court Accountability Court is to renew the contract with the Middle Flint Area Community Service Board to provide therapeutic counseling services, healthcare education, case management, clinical evaluations and recommendations as 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 the Middle Flint Area Community Service Board to provide services for participants of the Houston County Accountability Court. The contract terms will be effective July 1, 2022 and terminate June 30, 2023.**



## MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 1st day of July 2022, 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 Mental Health Court for a clinical evaluation by a clinician approved by DBHDD provider manual using multiple screening tools that address mental health and substance abuse issues, and clinical interview to rule in/out the presence of severe and persistent mental illness. The evaluation is to be done 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 2-3 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 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 have a case manager assigned to new participant within 10 business days of being accepted into the program. Each new participant shall have at least one meeting or telephone contact 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. This is to be done 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. Other duties that may fall outside the scope of this contract must first be agreed upon by Middle Flint's leadership and staff.
- 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, 2022 to June 30, 2023.
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: Angela S. Holt  
CEO, Middle Flint Area Community Service Board

WITNESS: Elaine E. Eichel

# 3

Staff recommends acceptance of Change Order #1 on the Courthouse Parking Lot Expansion project currently underway with JWS, LLC. The change order increases the contract time by 31 days and the contract amount by \$2,375. It adds the seal coat and restriping of the existing parking lot adjacent to the newly constructed parking lot.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing Change Order #1 with JWS, LLC of Perry, GA on the Courthouse Parking Lot Expansion project. The current contract sum of \$62,500 will increase by \$2,375 for a new contract total of \$64,875. The contract time will increase by 31 days.**



# Houston County Public Works

## Office

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Fire Chief/ EMA Director

Ronnie Heald, PLS  
County Engineer

Travis McLendon  
Roads Superintendent

Brian Jones, PE  
Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Ken Robinson, Senior Civil Engineer

**Date:** June 15, 2022

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

**RE:** Houston County Courthouse Parking Lot- Change Order #1

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Please consider this request to approve the following change order to the Houston County Courthouse Parking Lot contract.

CHANGE ORDER #1- The contractor will seal coat and restripe the existing parking lot adjacent to the new constructed parking lot.

Total Change Order- **\$2,375.00**

OK 

# Change Order

No. 1

Project: **Houston County Courthouse Parking Lot**

Date: **June 15, 2022**

Owner: **Houston County Board of Commissioners**

Contractor: **JWS, LLC**

Engineer: **Ken Robinson**

You are directed to make the following changes in the Contract Documents.

Description: **Seal coat and restripe existing parking lot adjacent to new constructed parking lot.**

Purpose of Change Order: **Seal coat protect existing parking to maintain pavement and restripe parking areas.**

Attachments: **None.**

<u>Change in Contact Price:</u>	<u>Change in Contract Time</u>
Original Contract Price \$ <b><u>62,500.00</u></b>	Original Contract Time: <b>May 30, 2022</b> Days or date
Previous Change Orders No. 0 to No. 1 \$ <b><u>0</u></b>	Net Change from previous Change Orders: <b>0</b> days
Contract Price prior to this Change Order \$ <b><u>62,500.00</u></b>	Contract Time Prior to this Change Order: <b>0</b> Days
Net Increase of this Change Order <b><u>\$2,375.00</u></b>	Net Increase of this Change Order: <b>31</b> days
Contract Price with all approved Change Orders <b><u>\$64,875.00</u></b>	Contract Time with all approved Change Orders <b><u>June 30, 2022</u></b> Days or date

Recommended:

Approved:

Approved:

By \_\_\_\_\_  
Engineer

By \_\_\_\_\_  
Owner

By \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_



Engineering staff requests to change the classification of Boutwell Road from a “Marginal Access Street” to a “Collector Street”. Boutwell Road qualifies as a collector street since it connects two state routes.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the reclassification of Boutwell Road from a “Marginal Access Street” to a “Collector Street” connecting US Highway 341/SR11 to SR224.**



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Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Ronnie Heald, County Engineer *RJH*

**Date:** Monday, June 13, 2022

**CC:** Robbie Dunbar, Director of Operations

**RE:** Major Thoroughfare Amendment

*OK*

The Engineering Department requests to change the classification of Boutwell Road from a "Marginal Access Street" to a "Collector Street". The road fits the definition of a collector street because it is connecting two state routes, (US Highway 341/SR 11 to SR 224).

Thank you for your consideration in this matter.

# 5

Engineering staff recommends entering into a supplemental engineering services agreement with R.K. Shah & Associates on the Elberta Road widening project. The request is for additional engineering due to right of way changes, utility resolution, drainage redesign, and County comments. This project was originally awarded to R.K. Shah & Associates in late 2016 at a cost of \$329,450.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**entering into a supplemental agreement for engineering services with R.K. Shah & Associates of Suwannee, GA for additional services on the Elberta Road widening project in the amount of \$99,023.76 amending the contract total to \$428,473.76.**



# Houston County Public Works

## MEMORANDUM

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Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

**To:** Houston County Board of Commissioners

**From:** Ronnie Heald *RJH*

**CC:** Robbie Dunbar

**Date:** June 14, 2022

**RE:** Supplemental Agreement for Engineering Services  
Elberta Road, SPLOST (CW12-04)

*OK*  


The Engineering Department requests permission to enter into an agreement for additional services for Elberta Road in the amount of **\$99,023.76** from R. K. Shah & Associates. This cost will be added to the existing contract of which is \$329,450.00 to make a total cost of \$428,473.76 for design services.

This request is for additional engineering due to right-of-way changes, utility resolution, drainage redesign and county comments. This contract was awarded in December of 2016 with the next lowest bid of \$694,759.00.

Thank you for your consideration in this matter.

Our Landfill timber consultants American Forest Management (AFM) has taken bids on the thinning of approximately 31 acres just south of the Landfill entrance. AFM and staff recommend acceptance of the high bid from Woodard Land and Timber, LLC for \$350 per acre or \$10,850. Woodard Land and Timber is currently under contract for thinning at the Houston County Firing Range and this would amend that contract to include this section extending the original contract by three months.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
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**the amendment of the current contract with Woodard Land and Timber, LLC to include the thinning of an additional 31 acres near the Landfill entrance at a bid of \$350 per acre and to extend the current contract time by three months to expire September 22, 2022.**



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Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar, Director of Operations 

Date: June 10, 2022

Re: Houston County Landfill- Timber Thinning

Please consider this request for American Forest Management, Inc. (AFM) to proceed with the thinning of +/- 31 acres at the Houston County Landfill to enhance the health of the area just south of the Landfill entrance. AFM received 2 bids for the project and recommends accepting the bid from *Woodard Land and Timber, LLC*. This sale will generate +/- \$350 per acre or about \$10,850. Woodard Land and Timber, LLC is currently under contract for thinning at the Houston County Firing Range and has agreed to amend that contract to include this section of the Landfill with a contract extension of 3 months which would expire September 22, 2022. Landfill staff and Atlantic Coast Consulting, our engineering firm for the Landfill, agree with this recommendation.

Thank you for your consideration of this request.

Attachments: Memo from Terry Dietsch, Solid Waste Superintendent  
Recommendation from AFM

## Timber Prices

Price Per Ton	Woodard Land & Timber	timberupdate.com April 2022
Pine Pulpwood	\$ 13.50	\$ 10.00
Pine Sawtimber	\$ 30.10	\$ 36.00
Pine Chip-n-Saw	\$ 30.10	\$ 28.00
Hardwood Pulpwood	\$ 7.30	\$ 15.00
Hardwood Sawtimber	\$ 34.95	\$ 36.00





# Houston County Public Works

## Memo

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Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

**To :** Robbie Dunbar, Director of Operations

**From :** Terry Dietsch, Solid Waste Superintendent *Terry Dietsch*

**Date :** June 8, 2022

**Re :** Timber Thinning 31 Acres

Houston County Board of Commissioners approved the proposed sale of 31 acres for silvicultural thinning April 5, 2022. American Forest Management solicited bids for the sale of the timber to be cut in the thinning and recommends Woodard Land and Timber, LLC. Price is per ton and estimate is about \$350 per acre.

Woodard Land and Timber currently has a contract to thin the Houston County Sheriff Firing Range. American Forest Management recommends amending the current contract to include the additional 31 acres to be thinned for the landfill. American Forest Management also recommends extending the current contract 3 months to expire September 22, 2022.

Landfill staff and Atlantic Coast Consulting concur with the recommendation and request a favorable approval.





AMERICAN FOREST  
MANAGEMENT

June 3, 2022

Dear Houston County Board of Commissioners:

As a follow up to our visit to the Houston County Landfill in February 2022, American Forest Management, Inc. recommends the silvicultural thinning of +/- 31 acres of pine timber located just south of the main entrance road to the landfill. This proposed thinning is shown on the attached map "Exhibit A". Upon looking at the timber during our tract visit there were signs indicating the need for a silvicultural thinning. These signs included short tree crowns and overcrowding leading to self-thinning (mortality). We recommend that this stand be thinned as soon as possible to enhance the health of the stand. We estimate that this sale will generate +/- \$350 per acre or about \$10, 850.

American Forest Management, Inc has solicited bids for the timber to be cut in this thinning. We received bids from Woodard Land and Timber, LLC and Piedmont Forestry, LLC. The per-ton prices are listed below.

Product	Price per 2000 lb. Ton	
	Woodard Land & Timber	Piedmont Forestry
Pine Tops	\$7.50	\$3.00
Pine Pulpwood	\$13.05	\$8.00
Pine Chip-n-saw	*\$30.10	\$23.50
Pine Sawtimber	*\$30.10	\$33.25
Hardwood Pulpwood	\$7.30	
Hardwood Sawtimber	\$34.95	

\* Denotes a blended Chip-n-saw/ Sawtimber price to a minimum top diameter of 5".

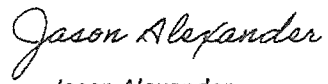
Woodard Land and Timber currently has a contract in place to perform the silvicultural thinning of the timber surrounding the Houston County Shooting Range (Contract #03-21-65) and they have agreed to amend that contract to include this new thinning using the same prices. However, the contract currently in place for the Houston County Shooting Range thinning will expire on June 22, 2022. We have been in contact with them about getting this thinning completed but due to above average wet conditions over the past year they have not been able to complete it. It was requested from the Shooting Range personnel that when logging operations begin, road conditions and aesthetics are of top priority so dry conditions will be necessary to complete this thinning.

American Forest Management, Inc recommends the amendment of the current contract with Woodard Land and Timber to include this new silvicultural thinning. We also recommend the amendment to extend the current contract 3 months to expire September 22, 2022.

WE'RE IN THIS  
**TOGETHER**

Please feel free to contact us with any questions that you may have.

Sincerely,

A handwritten signature in cursive script that reads "Jason Alexander".

Jason Alexander  
American Forest Management, Inc.  
GA Registered Forester #2477



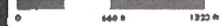
# HOUSTON COUNTY TRACT HCBC 31AC THINNING

DATE: 2/28/2022

ACTIVITY TYPE: HARVEST  
ACTIVITY YEAR: 2022  
ACTIVITY ACRES: 30.9  
COUNTY: HOUSTON  
STATE: GA

Map Scale: 1 in = 1200 ft  
Reference Scale: 1:12000

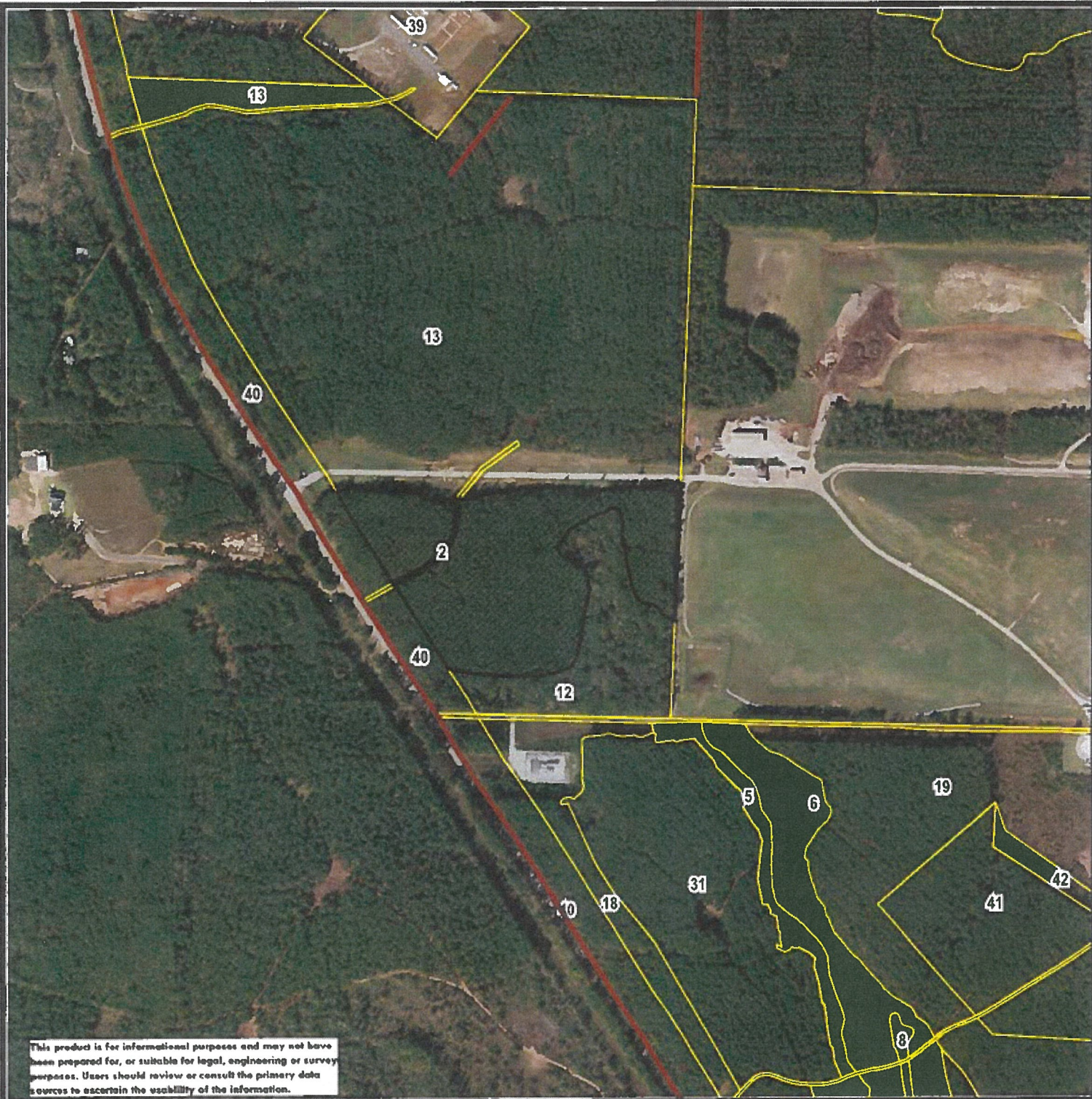
American Forest Management, Inc.  
[www.americanforestmanagement.com](http://www.americanforestmanagement.com)



## Exhibit A



2ND THINNING - 30.9 ac.



This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.



AMERICAN FOREST  
MANAGEMENT

Staff recommends increasing the tipping fees charged at the Landfill for tires from \$180 per ton to \$200 per ton. The increase will keep the County at a break-even point in handling and transporting the tires to the recycler.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

the increase of the current \$180 per ton Landfill tipping fee for tires to \$200 per ton effective August 25, 2022.





# Houston County Public Works

## Office

2018 Kings Chapel Road  
Perry, Georgia 31069  
478-987-4280  
FAX 478-988-8007

Robbie Dunbar  
Director of Operations

Jordan Kelley  
Office Manager

Michael Phillips  
Facilities Superintendent

Christopher Stoner  
Fire Chief/ EMA Director


Ronnie Heald, PLS  
County Engineer

Travis McLendon  
Roads Superintendent

Brian Jones, PE  
Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## Memo

To: Houston County Board of Commissioners  
From: Robbie Dunbar, Director of Operations   
Date: June 08, 2022  
Re: Landfill Tire Tipping Fees

Please consider increasing the tipping fees charged by the Landfill for tires from \$180.00 per ton to *\$200.00 per ton*. The recycler who accepts these tires from the Landfill has increased our fee from \$150.00 per ton to **\$170.00 per ton**. This increase would allow the landfill to break even in the transporting and recycling of tires.

Thank you for your consideration of this request.



# Houston County Public Works

## Office

2018 Kings Chapel Road  
Perry, Georgia 31069  
478-987-4280  
FAX 478-988-8007

Robbie Dunbar  
Director of Operations

Jordan Kelley  
Office Manager

Michael Phillips  
Facilities Superintendent

Christopher Stoner  
Fire Chief FEMA Director

Ronnie Heald, P.E.  
County Engineer

Travis McIndon  
Roads Superintendent

Brian Jones, P.E.  
Utility Engineer

Terry Dietsch  
Solid Waste Superintendent

## Memo

**To :** Robbie Dunbar, Director of Operations

**From :** Terry Dietsch, Solid Waste Superintendent

A handwritten signature in blue ink, appearing to read "Terry Dietsch".

**Date :** June 1, 2022

**Re :** Tires

Please consider raising the tipping fees for tires from \$180.00 per ton to \$200.00 per ton. The recycler is raising the cost to the County to \$170.00 per ton from \$150.00 per ton.

The increase is necessary to keep us at a break even point in handling and transporting the tires to recycler.

At their February 15, 2022 meeting the Board approved the selection of ICB Construction Group as the construction manager (at risk) for the Health Department Additions and Modifications project. ICB has now submitted their Guaranteed Maximum Price (GMP) for the project totaling \$5,700,000. Staff, along with the project's architect SP Design Group, recommends acceptance of this GMP.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the amendment to the contract with ICB Construction Group of Macon on the Health Department Additions and Modifications project accepting the Guaranteed Maximum Price (GMP) of \$5,700,000.**



## HOUSTON COUNTY BOARD OF COMMISSIONERS

MARK E. BAKER  
PURCHASING AGENT

2020 KINGS CHAPEL ROAD \* PERRY, GA 31069-2828  
TELEPHONE (478) 218-4800 \* FACSIMILE (478) 218-4805

# MEMORANDUM

**To:** Houston County Board of Commissioners  
**From:** Mark E. Baker  
**Cc:** Barry Holland  
**Date:** June 15, 2022  
**Subject:** Bid# 22-13 Houston County Health Department

The Purchasing Department along with SP Designs recommends acceptance of the Guaranteed Maximum Price (GMP) provided by ICB Construction Group of \$5.7 million per their Amendment attached.



## GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL SUMMARY

### Executive Summary

As a complete package, this GMP Proposal, attached as “**Exhibit A.1 to AIA Document A133-2019 Exhibit A,**” is our official submission of the Guaranteed Maximum Price (GMP) and Guaranteed Delivery Date (GDD). Therefore, the Guaranteed Maximum Price (GMP) for the Houston County Health Department Additions and Modifications is based on this GMP Proposal, including all information contained herein.

The GMP Proposal is intended to be a complete package and includes all information provided and referenced within this GMP Proposal. Therefore, the GMP Proposal is based on this GMP Proposal Document, Drawings, Specifications, Statement of Estimated Costs, Clarifications and Assumptions, Cost Savings Alternates, Bid Packages, List of Documents, Schedule, and the other Documents and Information reference, described and/or listed in the Document Log Section of this GMP Proposal. For clarity, this GMP Proposal also includes all changes, modifications and/or other changes included and/or referenced by this GMP Proposal, which are necessary to form the complete GMP Proposal Package that this Document, including all its parts, represents. Modifications by this GMP Proposal shall supersede other Contract Document requirements.

The purpose of this GMP Proposal is to provide a Guaranteed Maximum Price (GMP) and a Guaranteed Delivery Date (GDD) to the Houston County Board of Commissioners for the Houston County Health Department Additions and Modifications for review and acceptance.

As part of the complete package, this GMP Proposal, including the following included and attached Sections and Documents, as modified, are fully incorporated by this GMP Proposal and form our understanding of the project's requirements and are the basis of the GMP and GDD:

1. Guaranteed Maximum Price Proposal Summary
2. Statement of Estimated Costs (with Cost Savings Alternates, and Allowances incorporated).
3. Allowances, Pandemics, and Targeted Savings
4. List of Documents
5. Clarifications and Assumptions
6. Value Engineering Log

As a complete package, the Project's GMP and GDD for the Project are:

**GMP: Five Million Seven Hundred Thousand Dollars (\$5,700,000.00)**

**GDD: Twelve Months (12 months)**

Upon acceptance by the Houston County Board of Commissioners, this GMP Proposal will serve as the basis for an Amendment to the CM Contract, modifying and superseding the Agreement and Contract Documents issued before the Agreement's acceptance and incorporation. Acceptance of this GMP Proposal will add the Construction Phase activities to the current Contract, requiring a formal Notice to Proceed from the Owner to begin those activities.



June 15, 2022

Purchasing Agent  
Mark Baker  
2020 Kings Chapel Road  
Perry, GA 31069

**RE: Houston County Health Department Additions & Modifications – Guaranteed Maximum Price Proposal**

Dear Mr. Baker,

International City Builders, Inc. is pleased to submit a Guaranteed Maximum Price Proposal (GMP Proposal) per "**AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor**" between International City Builders, Inc. and the Houston County Board of Commissioners (the Agreement). The GMP Proposal requires your review and acceptance before the GMP Amendment to "the Agreement" can be executed.

Sincerely,  
International City Builders, Inc.

A handwritten signature in blue ink, appearing to read "Kenna Scragg". The signature is fluid and cursive, with a large initial "K" and "S".

Kenna Scragg  
*President*

## Schedule

The project schedule is based on the GMP Proposal information, including all GMP Proposal Documents. The project's schedule is based on incorporating all of the Cost Savings Alternates as written and other information included in this GMP Proposal. It assumes that the final GMP and GDD with a Substantial Completion date July 14, 2023, and a Final Completion date of July 31, 2023, will be accepted on or about June 22, 2022. This proposed schedule is contingent on a Notice to Proceed for Construction Phase Services on or about June 22, 2022.

The following contractual dates are incorporated into the Agreement between International City Builders, Inc., and the Houston County Board of Commissioners via this GMP Proposal.

- Notice to Proceed No Later Than June 22, 2022
- Substantial Completion Date July 14, 2023
- Final Completion Date July 31, 2023

Once a Notice to Proceed is issued, and the Construction Phase of the Project is underway, the Design Team and Construction Manager understand that they will be required to work closely together. All parties understand that parties will expedite submittal reviews and approvals, respond to information for requests, respond to unforeseen conditions, and provide design information necessary and in a reasonable and timely manner to avoid price escalations out of the Construction Manager's control.

Mobilization on-site will begin no later August 1, 2022 contingent on an executed GMP Amendment between International City Builders, Inc. and the Houston County Board of Commissioners.

## Current GMP

This GMP Proposal is intended to be a complete package and includes all information provided and referenced within this GMP Proposal. Therefore, the GMP Proposal is based on this GMP Proposal Document, Drawings, Specifications, Statement of Estimated Costs, Clarifications and Assumptions, Cost Savings Alternates, Bid Packages, List of Documents, Schedule, and the other Documents and Information reference, described and/or listed in the Document Log Section of this GMP Proposal. For clarity, this GMP Proposal also includes all changes, modifications and/or other changes included and/or referenced by this GMP Proposal, which are necessary to form the complete GMP Proposal Package that this Document, including all its parts, represents.

David McCrory has requested annexation into the City of Perry for a 4.95-acre portion of the property located at 111 Hill Road in Perry. The property is currently zoned County R-AG (Agricultural Residential) and the proposed zoning upon annexation is Perry R-1 (Single-Family Residential). The property is contiguous to the existing city limits of Perry and does not create an unincorporated island. The requested zoning is compatible with surrounding properties.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- concur
- non-concur
- table

with a City of Perry annexation request for the property described as:

**a portion of Tax Parcel# 000580 034000 consisting of 4.95 acres located 111 Hill Road, Perry, GA 31069.**



Where Georgia comes together.

Department of Community Development

June 7, 2022

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located at 111 Hill Road

Parcel # 000580 034000 consisting of 4.95 acres

Legal description(s) attached.

Current zoning for the property within Houston County is RAG. The request is for annexation into the City of Perry with a zoning classification of R-1, Single Family Residential District.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, August 2, 2022, at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director  
Community Development

Enclosures

Received

JUN 8 2022

Houston County Commissioners

Warner Robins, GA



Where Georgia comes together.

Application # Annex#  
0096-2022

## Application for Annexation

Contact Community Development (478) 988-2720

### Applicant/Owner Information

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	David McCrory	David McCrory
*Title	owner	owner
*Address	P.O. Box 1556	P.O. Box 1556
*Phone	478-954-1447	478-954-1447
*Email	mccroryd@hotmail.com	mccroryd@hotmail.com

### Property Information

*Street Address or Location	111 Hill Road, Perry, GA 31069
*Tax Map #(s)	000580 034000 (A portion of)
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.

### Request

*Current County Zoning District	RAG	*Proposed City Zoning District	R-1
*Please describe the existing and proposed use of the property. Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.			
The existing use is RAG; unused and undeveloped wooded land. The property is proposed to be used for a subdivision under zoning district R-1.			

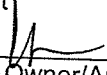
### Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- \*Fees:
  - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
  - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
  - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- \*The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.
- \*Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes  No   
If yes, please complete and submit a Disclosure Form available from the Community Development office.



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

9. \*Signatures:

*Applicant		*Date	5/25/22
*Property Owner/Authorized Agent		*Date	

**Standards for Granting a Zoning Classification**

***The applicant bears the burden of proof to demonstrate that an application complies with these standards.***

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

1. Identify the existing land uses and zoning classification of nearby properties.
2. Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property.
3. Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
4. Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan.
5. Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools.
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

May 24, 2022

Mr. Bryan Wood  
Community Development Director  
City of Perry Planning and Zoning  
741 Main Street  
Perry, Georgia 31069  
(478) 988-2720  
bryan.wood@perry-ga.gov

**Subject: Standards for Granting a Zoning Classification  
111 Hill Road Annexation and Rezoning  
Subject Parcels #000580 034000**

Dear Mr. Wood,

Please see attached application and plat for rezoning for a portion of the subject parcel: Tract B, approximately 4.95-acre area located on 111 Hill Road. The following addresses the Standards for Granting a Rezoning Classification:

**1. *Identify the existing land uses and zoning classification of nearby properties:***

The subject parcel is zoned R-AG, residential-agricultural (county), and is undeveloped. The existing land uses and zoning classification of nearby properties is residential. The parcels to the north are zoned R-1, single-family residential and R-AG. The property to the south is zoned R-1 and is undeveloped with mostly wooded areas. The property to the west, opposite of Hill Road, is zoned R-AG and undeveloped. The property to the east is zoned as R-2, two-family residential.

**2. *Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property:***

The R-1 zoning classification permits single-family residential uses. The surrounding properties are zoned as R-AG (county) and R-1 (city); therefore, the proposed use of single-family residential is consistent with adjacent and nearby properties.

**3. *Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:***

With the exception of the south adjacent lot, all other nearby properties are developed with existing homes. The proposed R-1 zoning for low population density areas does not adversely impact the existing use or usability of surrounding properties.

**4. *Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:***

According to the 2022 Joint Comprehensive Plan Update, the subject property is located in the Suburban Residential character area; therefore, the proposed R-1 zoning designated for residential use is in compliance with the Comprehensive Plan.



5. ***Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools:***

The proposed zoning will not pose an excessive burdensome use of existing infrastructure. City water and sanitary sewage is available for the property and surrounding areas. The area also will be able to support any increase in traffic that may result of the proposed zoning classification.

6. ***Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:***

Current conditions support rezoning the subject property to the R-1 zoning district as surrounding developments exist as residential districts and would complement nearby established neighborhoods. Houston county would greatly benefit from additional residential development as there is high demand for these uses.

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,



Chad Bryant, P.E.  
President  
Bryant Engineering

Type: GEORGIA LAND RECORDS  
Recorded: 10/14/2021 9:08:00 AM  
Fee Amt: \$525.00 Page 1 of 2  
Transfer Tax: \$500.00  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Superior Court Clerk

Return To:

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

Participant ID(s): 8055252261,  
7067927936

**BK 9401 PG 201 - 202**

2021093166

STATE OF GEORGIA  
COUNTY OF HOUSTON

## WARRANTY DEED

THIS INDENTURE, made this 30th day of September, 2021, between **N & D Development, LLC** of the County of Houston, and the State of Georgia, ("Grantor") and **Project Development and Management, LLC** ("Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, administrators, executors and assigns where the context requires or permits).

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

**All that tract or parcel of land situate, lying and being in Land Lot 189 of the Thirteenth Land District, Houston County, Georgia, comprising 7.119 acres and being known and designated as Parcel "12", according to a plat of survey of record in Plat Book 53, Page 193, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated by reference for all purposes.**

**ALSO, all that tract or parcel of land situate, lying and being in Land Lot 189 of the Thirteenth Land District, Houston County, Georgia, comprising 25.519 acres, more or less, according to a plat of survey of record in Plat Book 57, Page 18, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated by reference for all purposes.**

**LESS AND EXCEPT all that tract of land situate lying and being in Land Lot 189 or the 13th Land District Houston County, Georgia shown as "20' UTILITY EASEMENT" on Page 167 of a plat of survey prepared by Michael L Clarke, Registered Land Surveyor No. 2865, dated October 10, 2007 and recorded in Plat Book 69, Pages 166-167, Clerk's Office, Houston Superior Court.**

**Subject to all easements, ordinances, covenants, conditions, restrictions and rights-of-way of record, if any.**

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

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

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

N & D Development, LLC

BY: Natasha Patel

NAME: NATASHA PATEL

TITLE: Agent

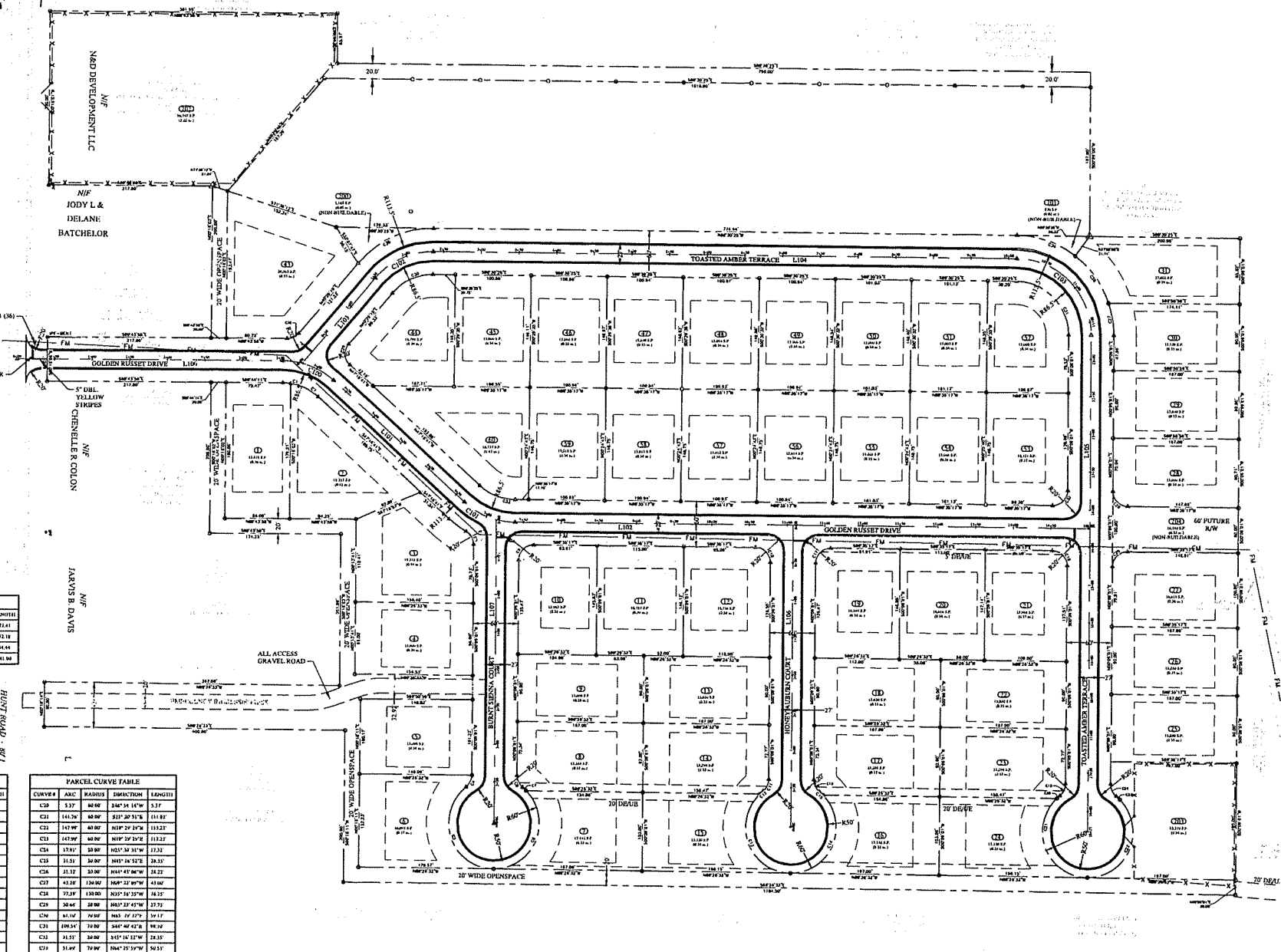
Executed, signed, sealed and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
NOTARY PUBLIC  
My Commission Expires:







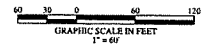
LINE#	LENGTH	DIRECTION
L.100	233.42	S29°42'34.19"W
L.101	222.29	S45°16'40.34"E
L.102	143.32	S95°35'17.13"E
L.103	146.93	N62°37'27.63"E
L.104	774.44	S31°32'33.19"E
L.105	438.96	S0°00'00.00"W
L.106	431.29	S5°00'00.00"W
L.107	431.42	S0°00'00.00"W

CURVE#	ARC	RADIUS	DIRECTION	LENGTH
C100	74.10	100.00	S44°30'18.37"E	73.61
C101	73.61	100.00	S44°35'34.89"E	72.18
C102	67.18	100.00	N45°37'08.22"E	65.64
C103	116.41	100.00	S44°40'42.19"E	111.90

CURVE#	ARC	RADIUS	DIRECTION	LENGTH
C1	41.29	70.00	S44°12'40"E	40.70
C2	41.29	70.00	S44°16'40"E	40.70
C3	20.65	35.00	S19°47'40"E	19.35
C4	17.91	30.00	S22°45'37"E	17.32
C5	141.13	60.00	S18°47'40"E	133.84
C6	143.76	60.00	N32°27'47"E	133.02
C7	6.22	60.00	N44°11'47"W	6.22
C8	17.91	30.00	N32°36'31"W	17.32
C9	31.51	30.00	N45°18'37"W	30.35
C10	31.52	30.00	S44°43'04"E	30.22
C11	17.91	30.00	S22°46'37"W	17.32
C12	3.37	60.00	S44°54'00"W	3.37
C13	141.76	60.00	S12°37'37"E	133.82
C14	143.76	60.00	N32°27'47"E	133.82
C15	6.22	60.00	N44°11'47"W	6.22
C16	17.91	30.00	N32°36'31"W	17.32
C17	31.51	30.00	N45°18'37"W	30.35
C18	31.52	30.00	S44°43'04"E	30.22
C19	17.91	30.00	S22°46'37"W	17.32

CURVE#	ARC	RADIUS	DIRECTION	LENGTH
C20	5.27	60.00	S44°34'14"W	5.27
C21	141.29	60.00	S17°20'51"E	133.81
C22	143.76	60.00	N32°27'37"E	133.22
C23	17.91	30.00	N45°36'31"W	17.32
C24	31.51	30.00	N37°14'51"E	28.33
C25	31.52	30.00	N45°41'40"W	28.22
C26	43.58	130.00	N46°31'30"W	43.60
C27	73.29	130.00	N35°18'32"W	74.35
C28	34.64	28.00	N45°23'43"W	27.71
C29	41.52	70.00	N45°09'27"E	39.17
C30	100.51	70.00	S44°40'00"E	96.30
C31	31.51	30.00	N45°18'37"W	28.35
C32	31.52	30.00	N44°25'30"W	28.51
C33	42.84	130.00	N37°15'30"W	31.64
C34	113.44	130.00	S45°37'21"E	106.90
C35	17.36	30.00	N45°17'38"E	16.64

OWNER:  
DAVID MCKRORY  
P.O. BOX 1550  
HYDRA, GA 31024  
478-954-1447



CHAD R. BRYANT, P.E.  
CIVIL ENGINEER  
DESIGN PROFESSIONAL  
CERTIFICATION # 14312

**BRYANT**  
ENGINEERING

COUNTY: HUNTERDON  
PROJECT: MAHOGANY WOODS  
DATE: AUGUST 2024  
SCALE: 1"=60'

SITE PLAN FOR:  
**MAHOGANY WOODS SUBDIVISION**

REVISIONS  
NO. DATE DESCRIPTION

SHEET NO.  
**C-2.1**

**PR.060822.McCrory.111HillRD**

Request for annexation received – 6/8/2022 Agenda 6/21/2022 – 7/8/2022 30<sup>th</sup> Day

**Request Received From:** Perry

**Applicant/Owner(s):** David McCrory

**Property Location:** 111 Hill Road, Perry, GA 31069

**Parcel ID:** 000580 034000 (4.95 acre portion of lot)

**Zone Change:** Currently County R-AG to City of Perry R-1

---

**Debra Presswood** – No comments or concerns listed.

**Tom Hall** – Comments: The property is contiguous to the Perry city limits. The annexation of this property does not create an unincorporated island. The zoning is compatible with surrounding properties.

Concerns: Preserve any County utilities.

**Chief Stoner** – Comments: None

Concerns: None

**Tim Andrews** – Comments: No comment.

Concerns: No concern.

**James Moore** – Comments: No objections to the Annexation/Rezoning request.

Concerns: The parcel currently shows 7.119 acres

**Sheriff Talton** – No comments or concerns listed.

**Alan Smith** – Comments: None

Concerns: None

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

**Terry Dietsch** – No comments or concerns listed.

**Chad Foreman** – No comments or concerns listed.

**Ronnie Heald** – No comments or concerns listed.

**Van Herrington** – No comments or concerns listed.

**Brian Jones** – The detention pond for the subdivision which will remain unannexed, will need to be maintained by an entity other than the County.

**Allen Mason** – No comments or concerns listed.

**Travis McLendon** – No response.

**Ken Robinson** – No comments or concerns listed.

**Jeff Smith** – No comments or concerns listed.

# 10

The Board of Elections has requested to hire the following workers for the General Primary/Nonpartisan Run-Off Election on June 21<sup>st</sup>.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

		AMOUNT	TOTAL
16	Managers (Precinct)	\$175.00	\$2,800.00
32	Assistant Managers (Precinct)	125.00	4,000.00
83	Clerks	115.00	9,545.00
6	Janitors	15.50	93.00
4	Janitors	25.00	100.00
118	BMD (Ballot Marking Device)	2.00	236.00
2	Election Supply Load Out Helpers	75.00	150.00
3	Election Night Equipment Return Helpers	75.00	225.00
3	Election Night Check-In Clerks	75.00	225.00
16	Supply Pick up / Return Supplies	10.00	160.00
16	Cell Phones	10.00	160.00
1	Ballot Scan Clerk	100.00	100.00
1	Election Day Tech	250.00	250.00
	<b>GRAND TOTAL</b>		<b>18,044.00</b>

# BOARD OF ELECTIONS

HOUSTON COUNTY GOVERNMENT BUILDING  
2030 KINGS CHAPEL ROAD  
POST OFFICE BOX 945  
PERRY, GA 31069

478-987-1973

FAX 478-988-0699

TO: Houston County Commissioners

FROM: Debra Presswood  
Registration/Election Supervisor

RE: Election Workers – June 21, 2022 General Primary/Nonpartisan Runoff Election

DATE: June 3, 2022

=====  
The Board of Elections requests hiring the following election workers for the June 21, 2022  
General Primary/Nonpartisan Runoff Election.

		AMOUNT	TOTAL
16	Managers (Precinct)	\$175.00	\$2,800.00
32	Assistant Managers (Precinct)	125.00	4,000.00
83	Clerks	115.00	9,545.00
6	Janitors	15.50	93.00
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16	Cell Phones	10.00	160.00
1	Ballot Scan Clerk	100.00	100.00
1	Election Day Techs	250.00	250.00
	<b>TOTAL</b>		<b>\$18,044.00</b>



Juvenile Court Contract Attorney Agreements for FY23 as recommended by Judge Wilburn.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign Independent Contractor Agreements with Caralyn J. Huddleston at \$24,500 per year; Danielle D. D'Eor-Hynes at \$50,000 per year; and Kameyan Sims at \$52,500 per year to provide for the defense of indigent persons appearing in the Houston County Juvenile Court. Each agreement will be effective July 1, 2022 and remain in effect until June 30, 2023. These agreements may be renewed from year to year subject to an annual review of performance conducted by the County in conjunction with the Juvenile Court.**

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
CARALYN J. HUDDLESTON**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Board of Commissioners of Houston County (hereinafter referred to as “County”) and Caralyn J. Huddleston, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as “Contractor”), and is effective July 1, 2022.

W I T N E S S E T H

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning dependent children. Cases that are private matters (with no involvement of the Department of Family and Children Services) not scheduled on the regularly occurring Dependency Calendar day (i.e. Wednesday) are not subject to this contract.
- (b) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2022 and will end on June 30, 2023. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$24,500.00 per year for part-time legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$2,041.66, with the twelfth month rate being \$2,041.74. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2022. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council (“GPDSC”) and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance

and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation,

unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. Contractor's Personnel: Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. Insurance: Contractor does hereby acknowledge that he/she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect him/her from liability for malpractice/professional liability. Said limits of liability shall be at least \$300,000.00.

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

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

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

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

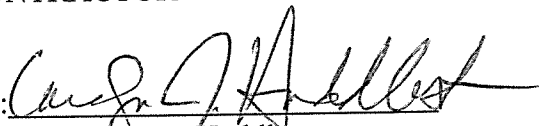
By: \_\_\_\_\_  
Tommy Stalnaker

Title: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration

CONTRACTOR

By:   
Carolyn J. Huddleston

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
DANIELLE D. D'EOR-HYNES**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Danielle D. D'Eor-Hynes, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2022.

WITNESSETH

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

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- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
- (b) Probation revocation proceedings in the Juvenile Court for Houston Judicial Circuit.
- (c) Direct appeals from a decision in the cases described above.




- (d) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2022 and will end on June 30, 2023. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$50,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$4,166.66, with the twelfth month rate being \$4,166.74. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2022. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
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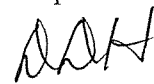
and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation,



unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

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10. Insurance: Contractor does hereby acknowledge that he/she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect him/her from liability for malpractice/professional liability. Said limits of liability shall be at least \$300,000.00.

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

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.



13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

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

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

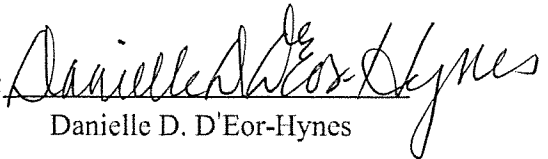
By: \_\_\_\_\_  
Tommy Stalnaker

Title: Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration

CONTRACTOR

By:   
Danielle D. D'Eor-Hynes

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
KAMEYAN SIMS**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Kameyan Sims, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2022.

WITNESSETH

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
- (b) Probation revocation proceedings in the Juvenile Court for Houston Judicial Circuit.
- (c) Direct appeals from a decision in the cases described above.

- (d) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2022 and will end on June 30, 2023. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$52,500.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$4,375.00. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2022. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. Contractor's Personnel: Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. Insurance: Contractor does hereby acknowledge that he/she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect him/her from liability for malpractice/professional liability. Said limits of liability shall be at least \$300,000.00.

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

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

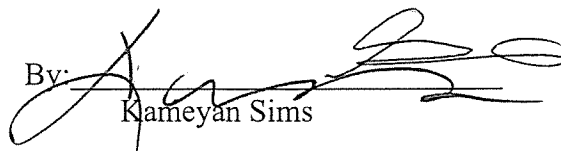
16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

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

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

CONTRACTOR

By: \_\_\_\_\_  
Tommy Stalnaker

By:   
Kameyan Sims

Title: Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration



## Summary of bills by fund:

• General Fund (100)	\$1,291,351.78
• Emergency 911 Telephone Fund (215)	\$ 15,894.43
• Fire District Fund (270)	\$ 9,188.50
• 2006 SPLOST Fund (320)	\$ 0.00
• 2012 SPLOST Fund (320)	\$ 52,341.84
• 2018 SPLOST Fund (320)	\$ 217,647.00
• Water Fund (505)	\$ 141,251.59
• Solid Waste Fund (540)	\$ <u>533,844.69</u>
Total for all Funds	\$2,263,514.83

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$2,263,514.83

# 13

Since Post #4 is in the rotation for the 2022 year, newly elected Commissioner Talton would serve out the remainder of the year as the Vice Chair of the Board of Commissioners.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the appointment of Commissioner Tal Talton as the Vice Chair of the Board of Commissioners for the remainder of 2022 effective June 21, 2022.**

In an effort to enforce the Houston County Code of Ordinances, Sec. 30-36 regarding nuisances and enforce the Comprehensive Land Development Regulations for Houston County, Sec. 66.3 regarding travel trailers, it has become necessary for the County to seek legal action in Superior Court against a Houston County homeowner. After numerous attempts to contact the homeowner of 201 Virginia Dare Drive, in the unincorporated area of Houston County, the County has been unable to make contact with the homeowner to discuss the code violations related to his property. The code violations related to this property are travel trailers being moved on to the property with occupants residing in them and the collection of debris on the property. The County now needs to determine if they will move forward with a Complaint for Injunctive Relief in Superior Court against the homeowner and any occupants of the property.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**the Board of Commissioners reviewing the Complaint for Injunctive Relief against the homeowner and occupants of 201 Virginia Dare Drive, in the unincorporated area of Houston County, regarding the code violations of the Houston County Code of Ordinances, Sec. 30-36 (nuisances) and the Comprehensive Land Development Regulations for Houston County, Sec. 66.3 pertaining to travel trailers with occupants on the property and the collection of debris on the property. Then upon review of the Complaint, the Board of Commissioners signing the Verification for the County Attorney to be able to move forward with filing the Complaint in Superior Court.**

FY23 Budget adoption.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign the FY23 Budget Resolution adopting the FY23 budget totaling \$163,410,202 as presented.**

**A Resolution Adopting  
The Fiscal Year 2023 Budget  
For Houston County**

**WHEREAS**, the Houston County Board of Commissioners has prepared a line-item budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023; and

**WHEREAS**, the Houston County Board of Commissioners has adhered to the provisions of O.C.G.A. Section 36-81-3, as amended; and

**WHEREAS**, a public hearing was held on June 14, 2022, and it is now in the best interest of the County that the budget be adopted,

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that the annual budget for Houston County for the fiscal year beginning July 1, 2022 and ending June 30, 2023, attached hereto and made a part hereof, is hereby approved and adopted in the amount of:

General Fund	\$ 68,838,521
E911 Telephone Fund	\$ 4,900,293
Fire District Fund	\$ 3,488,686
SPLOST Fund	\$ 52,769,151
Water Fund	\$ 8,554,000
Solid Waste Fund	\$ 10,829,890
Internal Service Fund	\$ 13,324,661
Special Revenue Funds	<u>\$ 705,000</u>
	\$163,410,202

**BE IT FURTHER RESOLVED** that during the fiscal year beginning July 1, 2022 and ending June 30, 2023, the General Fund shall appropriate \$49,499 from prior year fund balance for the County's "Code Red" early warning communications system and outdoor siren maintenance. The E-911 Fund shall appropriate \$255,392 from prior year fund balance. The Solid Waste Fund shall appropriate \$126,150 in prior year host fees for equipment to be transferred out to the General Fund. The Solid Waste Fund shall also appropriate \$195,392 in prior year fund balance for Closure/Post Closure of Landfill cells and other costs. Prior year SPLOST revenue in the amount of \$19,270,428 shall be appropriated for construction.

**BE IT FURTHER RESOLVED** that merit and longevity pay increases remain suspended for all employees. The FY2023 Position Control listing, attached hereto, is hereby approved, and adopted.

**BE IT FURTHER RESOLVED** that any increase in appropriation for any department or salary line-item in excess of the approved budget shall require approval by the Board of Commissioners authorizing said funds to be expended.

**BE IT FURTHER RESOLVED** that any SPLOST expenditure exceeding \$2,500 shall require approval by the Board of Commissioners authorizing said funds to be expended.

This 21<sup>ST</sup> day of June 2022.

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Tommy Stalnaker, Chairman

ATTEST: \_\_\_\_\_  
Barry Holland, Director of Administration