



Houston County Board of Commissioners Meeting

Perry, Georgia

July 6, 2021

9:00 A.M.

HOUSTON COUNTY COMMISSIONERS MEETING

Perry, Georgia

July 6, 2021

9:00 A.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner Perdue

Pledge of Allegiance – Col. Brian Clough, USAF

ACCG 2021 Policy Appreciation Awards Presentation

Approval of Minutes from: June 15, 2021
June 22, 2021 (Special Called)
June 28, 2021 (Special Called)

New Business:

1. Public Hearing on Special Exception Applications #2499 thru #2508 and #2510 – Commissioner Perdue
2. Abandonment of Right of Way Request (Charles Harold Talton) – Commissioner Perdue
3. Grant Acceptance (GEMA-HS / HazMat) – Commissioner Perdue
4. Personnel Request (Leave of Absence Extension Request) – Commissioner Walker
5. Personnel Request (Building Inspector) – Commissioner Walker
6. Contract for Services (HR / Payroll Software) – Commissioner Walker
7. Accountability Court Contract (Surveillance Officer) – Commissioner Walker
8. Stormwater Facility Maintenance Agreement (City of Perry) – Commissioner Byrd
9. Approval of Bid (SR127 / Houston Lake Road Widening) – Commissioner Byrd
10. Approval of Contract Extension (Landscape Maintenance / Dixie Lawn) – Commissioner Byrd
11. Approval of Bills – Commissioner Byrd

Public Comments

Commissioner Comments

Motion for Adjournment

Special Exception Summary

Application	Applicant	Location	Proposed Use	Z & A Recommendation/Comments
2499	Samatha Gilbane	208 East Pointe Circle	Crafts (Internet Sales)	Approved unanimously
2500	Chadwick & Candy Jones	806 St. Mary's Place	HVAC	Approved unanimously, with the condition to allow the use of a 6x10 ft. open and a 6x10 ft. enclosed trailer for the business, to be kept at storage facility
2501	Greg Spence	Pitts Road	Telecommunications Tower	Approved unanimously, subject to submittal of documentation from the FAA
2502	Cheri Edwards	112 Wavertree Drive	Crafts & Sewing (Internet Sales)	Approved unanimously
2503	Don Edwards	112 Wavertree Drive	Land Cultivation	Approved unanimously, with the condition to allow the use of a 18 ft. x 7.5 ft. trailer for the business
2504	Sylvia Arnold	611 Foxborough Lane	Event Planning & Décor	Approved unanimously
2505	Michael & Mary Spano	131 Hwy. 41 Circle	Mobile Home Hardship	Approved unanimously
2506	Christie Drexler	321 Brantley Ridge	Consulting & Bank Training	Approved unanimously
2507	Baker Donelson for Tillman Infrastructure	Hill Road	Telecommunications Tower	Approved unanimously, subject to submittal of a fall zone letter prior to final action by the Board of Commissioners
2508	Dawn Mabry	206 Old Mill Road	Craft Supplies (Internet Sales)	Approved unanimously
2510	Ravin Grove	180 Flournoy Road	Produce Sales (Offsite)	Approved unanimously

**Zoning & Appeals
Recommendation**

		<u>Vote</u>	<u>Approval</u>	<u>Denial</u>	<u>Table</u>
#2499 – Samantha Gilbane	Crafts (Internet Sales)	Unanimous	X		
#2500 – Chadwick & Candy Jones	HVAC	Unanimous	X		
#2501 – Greg Spence	Telecommunications Tower	Unanimous	X		
#2502 – Cheri Edwards	Crafts & Sewing (Internet Sales)	Unanimous	X		
#2503 – Don Edwards	Land Cultivation	Unanimous	X		
#2504 – Sylvia Arnold	Event Planning & Décor	Unanimous	X		
#2505 – Michael & Mary Spano	Mobile Home Hardship	Unanimous	X		
#2506 – Christie Drexler	Consulting & Bank Training	Unanimous	X		
#2507 – Baker Donelson for Tillman Infrastructure	Telecommunications Tower	Unanimous	X		
#2508 – Dawn Mabry	Craft Supplies (Internet Sales)	Unanimous	X		
#2510 – Ravin Grove	Produce Sales (Offsite)	Unanimous	X		

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

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

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

Application No. 2499

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

1. Name of Applicant Samantha Gilbane
2. Applicant's Phone Number 478-542-1936
3. Applicant's Mailing Address 208 East Pointe Circle Kathleen, GA 31047
4. Property Description LL 202, 10th Land District of Houston County, Georgia, Lot 11, Block "B", Section 2, Phase 1 of East Pointe Landing Subdivision, consisting of 0.35 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation for a Crafts (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/6/2021
Date


Applicant

Application # 2499

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

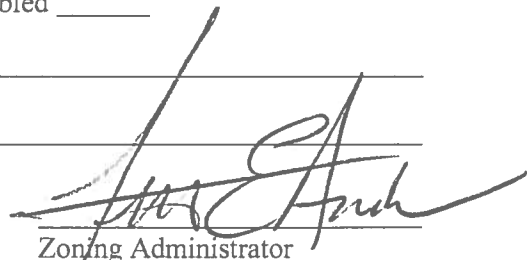
Fee Paid: \$100.00 Receipt # 41974

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2500

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

1. Name of Applicant Chadwick and Candy Jones
2. Applicant's Phone Number 478-918-5242
3. Applicant's Mailing Address 806 St. Mary's Place Bonaire, GA 31005
4. Property Description LL 120, 11th Land District of Houston County, Georgia, Lot 43, Section 7 of The Bluff at Riverbend Subdivision, consisting of 2.79 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for an HVAC Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/17/21
Date

Candy Jones
Applicant

Application # 2500

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 17, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

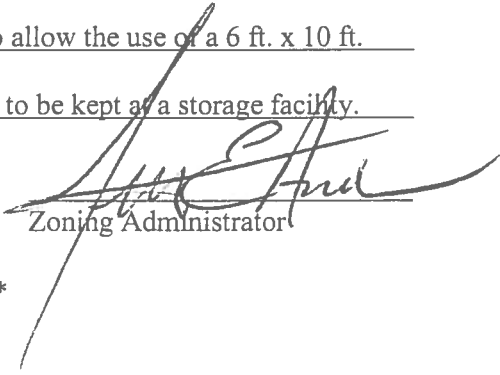
Fee Paid: \$100.00 Receipt # 41976

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 6 ft. x 10 ft. open trailer and a 6 ft. x 10 ft. enclosed trailer for the business, to be kept at a storage facility.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2501

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

1. Name of Applicant Greg Spence
2. Applicant's Phone Number 404-655-6454
3. Applicant's Mailing Address 86 Bull River Bluff Drive Savannah, GA 31410
4. Property Description LL 5, 13th Land District of Houston County, Georgia, a portion of Lot 11 of English Farm East, as shown on a plat of survey for Verizon, consisting of 0.23 Acres
5. Existing Use Agricultural
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Telecommunications Tower
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/19/21
Date


Applicant

Application # 2501

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 19, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

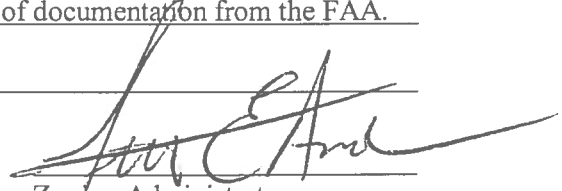
Fee Paid: \$100.00 Receipt # 41977

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, subject to submittal of documentation from the FAA.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2502

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

1. Name of Applicant Cheri Edwards
2. Applicant's Phone Number 478-714-6323
3. Applicant's Mailing Address 112 Wavertree Drive Warner Robins, GA 31088
4. Property Description LL 97, 10th Land District of Houston County, Georgia, Lot 34, Block "C", Section 4 of The Bryson Subdivision, consisting of 0.53 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Crafts and Sewing (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5-21-2021

Date

Cheri Edwards

Applicant

Application # 2502

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

Houston County Zoning and Appeals Commission

Date Filed: May 21, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

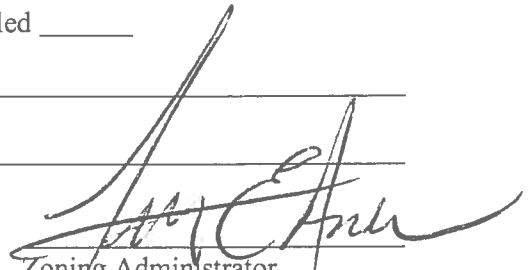
Fee Paid: \$100.00 Receipt # 41978

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

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

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2503

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

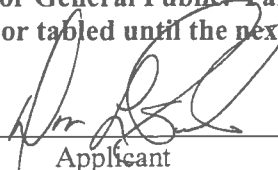
1. Name of Applicant Don Edwards
2. Applicant's Phone Number 478-550-7809
3. Applicant's Mailing Address 112 Wavertree Drive Warner Robins, GA 31088
4. Property Description LL 97, 10th Land District of Houston County, Georgia, Lot 34, Block "C", Section 4 of The Bryson Subdivision, consisting of 0.53 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Land Cultivation Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

21 May 2021
Date


Applicant

Application # 2503

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 21, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

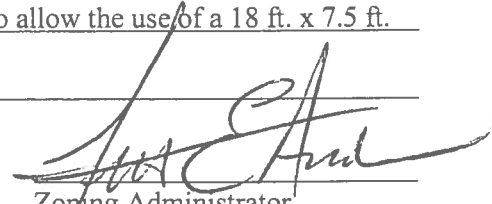
Fee Paid: \$100.00 Receipt # 41979

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 18 ft. x 7.5 ft. trailer for the business.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2504

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

1. Name of Applicant Sylvia Arnold
2. Applicant's Phone Number 478-662-8691
3. Applicant's Mailing Address 611 Foxborough Lane Bonaire, GA 31005
4. Property Description LL 43 & 54, 11th Land District of Houston County, Georgia, Lot 121, Section 1 of Stratford Hills Subdivision, consisting of 0.43 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for Home Occupation
for a Event Planning and Decor Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/24/21
Date

Sylvia L Arnold
Applicant

Application # 2504

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 26, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

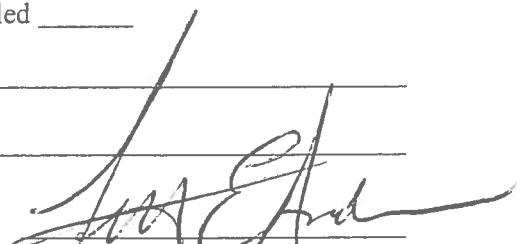
Fee Paid: \$100.00 Receipt # 41980

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2505

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

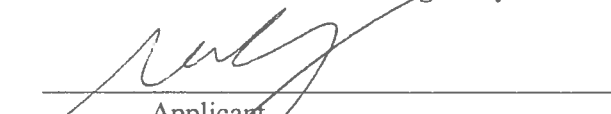
1. Name of Applicant Michael and Mary Spano
2. Applicant's Phone Number 478-951-1705
3. Applicant's Mailing Address 131 Hwy. 41 Circle Perry, GA 31069
4. Property Description LL 73 & 74, 10th Land District of Houston County, Georgia, as shown on a plat of survey for Jesse J. Willard, consisting of 3.35 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Mobile Home
Hardship
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/28/2021
Date


Applicant
Mary Spano

Application # 2505

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 28, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

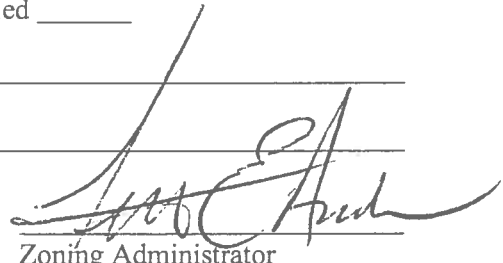
Fee Paid: \$100.00 Receipt # 41981

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2506

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

1. Name of Applicant Christie Drexler
2. Applicant's Phone Number 478-508-7728
3. Applicant's Mailing Address 321 Brantley Ridge Warner Robins, GA 31088
4. Property Description LL 92, 10th Land District of Houston County, Georgia, Lot 57, Block "B", Section 3, Phase 1 of The Brantley Subdivision, consisting of 0.43 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Consulting and Bank Training Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

5/28/21
Date

Christie B. Drexler
Applicant

Application # 2506

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: May 28, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

Fee Paid: \$100.00 Receipt # 41982

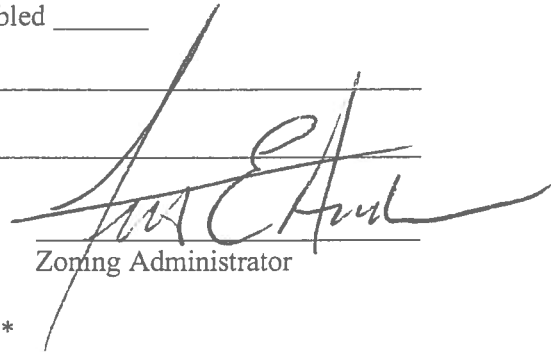
Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021

Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2507

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

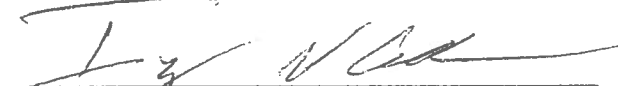
1. Name of Applicant Baker Donelson for Tillman Infrastructure LLC
2. Applicant's Phone Number 205-250-8304
3. Applicant's Mailing Address 420 20th Street N, Ste 1400, Birmingham, AL 35203
4. Property Description LL 188, 13th Land District of Houston County, Georgia, a portion of Parcel B-2, as shown on a plat of survey for AT&T, consisting of ±0.23 Acres
5. Existing Use Agricultural
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Telecommunications Tower
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

06/01/2021
Date


Applicant

Application # 2507

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: June 1, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

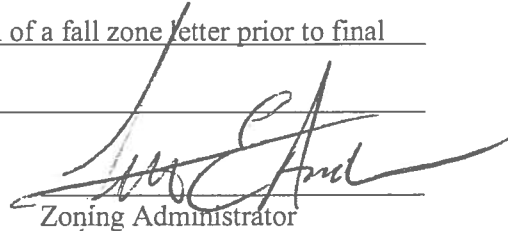
Fee Paid: \$100.00 Receipt # 41983

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, subject to submittal of a fall zone letter prior to final action by the Board of Commissioners.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2508

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

1. Name of Applicant Dawn Mabry
2. Applicant's Phone Number 478-236-0925
3. Applicant's Mailing Address 206 Old Mill Road Perry, GA 31069
4. Property Description LL 55, 10th Land District of Houston County, Georgia, Lot 5, Block "E", Section 2, Phases 1 & 2 of Highlands Ranch Subdivision, consisting of 0.34 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Craft Supplies (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

11-1-2021
Date

Dawn Mabry
Applicant

Application # 2508

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: June 1, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

Fee Paid: \$100.00 Receipt # 41984

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2510

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

1. Name of Applicant Ravin Grove
2. Applicant's Phone Number 865-266-9099
3. Applicant's Mailing Address 180 Flournoy Road Elko, GA 31025
4. Property Description LL 177, 13th Land District of Houston County, Georgia, as shown on a plat of survey for Thelma B. Flournoy, consisting of 5.2 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation
for a Produce Sales (Offsite Locations) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

10/2/2021
Date


Applicant

Application # 2510

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: June 2, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Notice being posted on the property: June 11, 2021

Date of Public Hearing: June 28, 2021

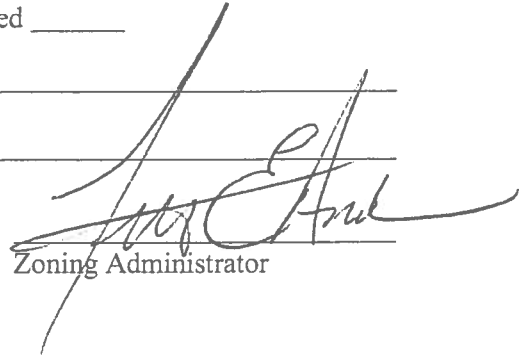
Fee Paid: \$100.00 Receipt # 41986

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

June 28, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: July 6, 2021

Date of Notice in Newspaper: June 9 & 16, 2021

Date of Public Hearing: July 6, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

Charles Harold Talton has requested the abandonment of a portion of Old Hawkinsville Road that is located on his property in Bonaire, Georgia in the unincorporated area of Houston County that was left unusable after the relocation of a section of Old Hawkinsville Road. During the review of this request, it was found that a portion of Ammons Road located adjacent to Mr. Talton's property was also left unusable after the relocation of a portion of Old Hawkinsville Road and it would also need to be abandoned. Pursuant to O.C.G.A. § 32-7-2(b)(1) a public notice of intent to abandon was advertised in the Houston Home Journal once a week for two weeks.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The Board of Commissioners to sign the Resolution and a Deed of Abandonment abandoning the portion of Old Hawkinsville Road and the portion of Ammons Road that were left unusable after the relocation of a section of Old Hawkinsville Road and that are located on Mr. Talton's property in Bonaire, Georgia in the unincorporated area of Houston County, described as follows:

All that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Old Hawkinsville Road, beginning at the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing southerly to the intersection of the unused right-of-way of old Hawkinsville Road with the right-of-way of Georgia State Route 96.

And furthermore, all that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Ammons Road, beginning at the easterly side of the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing northeasterly to the intersection of the unused right-of-way of old Hawkinsville Road.

There is reserved to the Grantor herein a twenty foot (20') wide maintenance and utility easement along the new easterly right-of-way of Old Hawkinsville Road and going southerly along said new right-of-way to its intersection with the southeasterly right-of-way of that portion of Ammons Road to be abandoned.

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

Abandonment of County Right-of-Way Request

Name of Person Requesting Abandonment: Charles Harold Talton

Right-of-Way to be Considered for Abandonment: Portion of Old Hawkinsville Road and a Portion of Ammons Road in the unincorporated area of Bonaire, Houston County. Both sections were left unusable when Old Hawkinsville Road was relocated during the HWY 96 project.

Inspection/P&Z - Tim Andrews – Approved

Environmental Health – Christine Buffington - Approved

Public Works:

Robbie Dunbar – Approved with following concern: The description of road & map are not in agreement.

Tom discussed this concern with Robbie, and the original request form did request a portion of Old GA HWY 96 to be abandoned. However, this was an error and it is in fact a portion of Old Hawkinsville Road that was left unusable when a portion of Old Hawkinsville Road was relocated during the HWY 96 project.

Terry Dietsch – Approved

Ronnie Heald – Approved

Van Herrington – Approved

Engineering (for Ronnie Heald) & Water - Brian Jones – Approved – Comment: County watermain NOT present.

Allen Mason – Approved

Roads & Bridges - Travis McLendon – Approved

Ken Robinson – Approved with following concern: Maintain at least a 20' R/W behind sidewalk for utilities & maintenance.

Tom discussed this issue with Ken and we did insert a clause in the legal description of the right-of-way to be abandoned that will preserve a 20' easement for maintenance and utility purposes.

Jeff Smith – Approved

Fire/E911 – Chief Christopher Stoner – Approved

Attorney – Tom Hall – Approved

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

WHEREAS, Charles Harold Talton has requested the abandonment of a portion of Old Hawkinsville Road on his property located in Bonaire, Georgia in the unincorporated area of Houston County, that was left unusable after the relocation of a section of Old Hawkinsville Road; and

WHEREAS, it was noticed by the County that a small portion of Ammons Road, that is located on Mr. Talton's property, is also unusable after the relocation of a section of Old Hawkinsville Road, should also be abandoned; and

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

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

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

WHEREAS, pursuant to Section 32-7-2(b)(1) a notice of the public hearing for the abandonment of the unusable right-of-ways was duly published within the County legal organ once a week for two weeks; and

WHEREAS, a public hearing was held on July 6, 2021, at the appointed time; and

WHEREAS, pursuant to Section 32-7-2(b)(1) of the Official Code of Georgia Annotated the owner of the property that the above-referenced right-of-ways to be considered for abandonment are located, had actual notice of the proposed abandonment described herein, and no other legitimate objections thereto have been made.

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

1. It is certified that the right-of-ways left unusable after the relocation of a section of Old Hawkinsville Road within Houston County, Georgia as

described and shown on the attached legal description (see Exhibit "A") and survey (see Exhibit "B") have ceased to be used by the public to the extent that no substantial public purpose is served by the above-mentioned sections of right-of-way.

2. That the abandonment of said right-of-ways herein described be and is approved.
3. That the best interest of Houston County would be served by the conveyance of said right-of-ways to the property owner of the property the right-of-ways are located on so that they may be subject to taxation by Houston County.
4. That a deed of abandonment be executed by the Chairman of the Board of Commissioners conveying interest in said right-of-ways within Houston County, Georgia, as described and shown on the attached legal description (see Exhibit "A") and survey (see Exhibit "B") to the owner of the property that the referenced right-of-ways are located thereon, their assigns, transferees, and successors in interest.

This 6th day of July 2021.

**HOUSTON COUNTY
BOARD OF COMMISSIONERS**

Chairman Tommy Stalnaker

Commissioner Mark Byrd

Commissioner Dan Perdue

Commissioner Gail Robinson

Commissioner H. Jay Walker III

Attest: _____
Barry Holland
Director of Administration

EXHIBIT "A"

All that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Old Hawkinsville Road, beginning at the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing southerly to the intersection of the unused right-of-way of old Hawkinsville Road with the right-of-way of Georgia State Route 96.

And furthermore, all that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Ammons Road, beginning at the easterly side of the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing northeasterly to the intersection of the unused right-of-way of old Hawkinsville Road.

There is reserved to the Grantor herein a twenty foot (20') wide maintenance and utility easement along the new easterly right-of-way of Old Hawkinsville Road and going southerly along said new right-of-way to its intersection with the southeasterly right-of-way of that portion of Ammons Road to be abandoned.

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

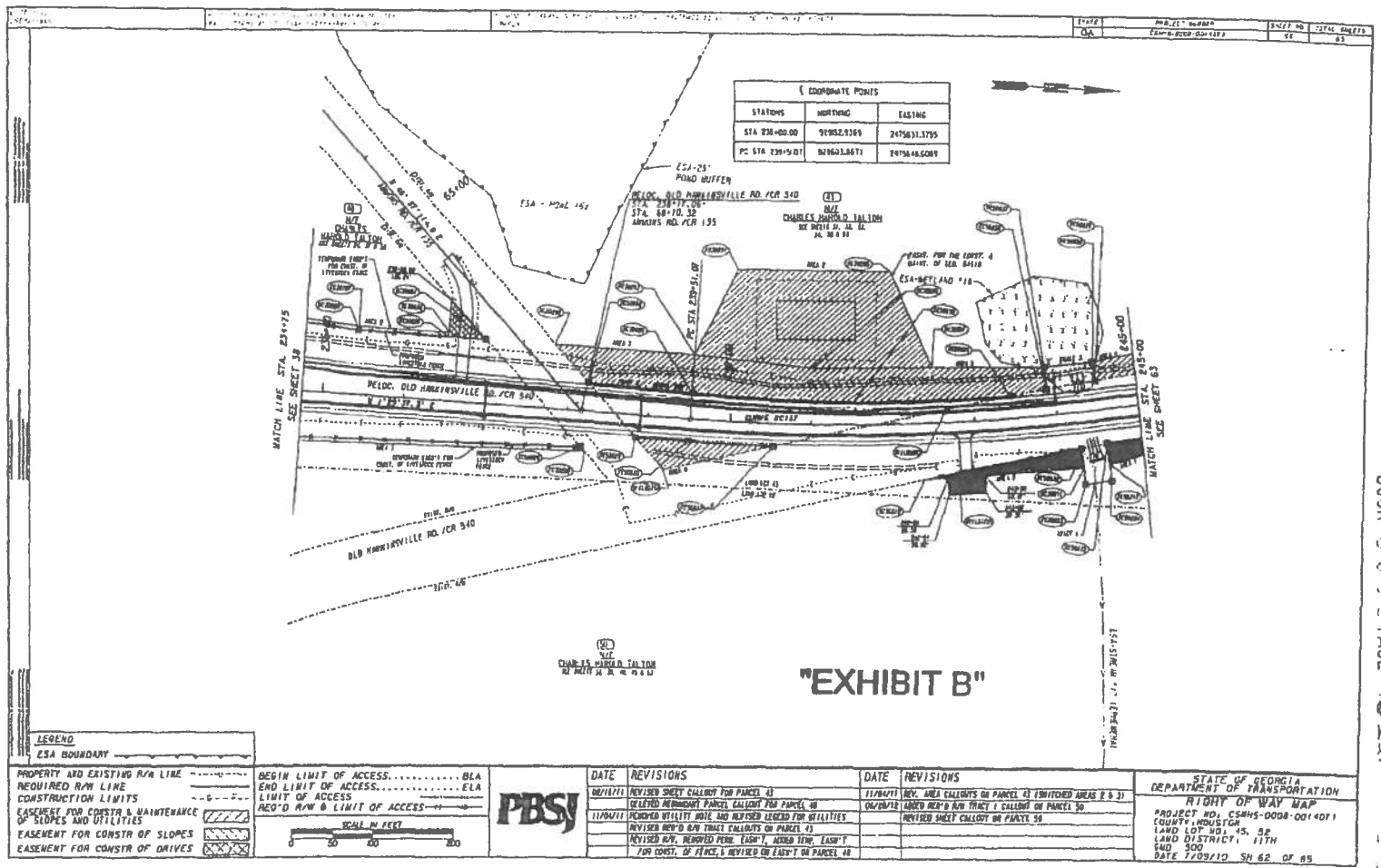


EXHIBIT "B"



Overview



Legend

-  Parcels
-  Roads

Parcel ID	001470 005000	Owner	TALTON CHARLES HAROLD	Last 2 Sales			
Class Code	Consv Use		P O BOX 812	Date	Price	Reason	Qual
Taxing District	County		BONAIRE, GA 31005	1/10/2013		30	U
Acres	428.05	Physical Address	CULLEN RD	6/16/2008		04	U
		Assessed Value	Value \$1445300				
		Land Value	Value \$1.4131e+006				
		Improvement Value	Value \$26200				
		Accessory Value	Value \$6000				

(Note: Not to be used on legal documents)

Date created: 6/9/2021

Last Data Uploaded: 6/9/2021 6:02:51 AM

Developed by  **Schneider**
GEOSPATIAL

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

DEED OF ABANDONMENT

STATE OF GEORGIA

COUNTY OF HOUSTON

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

WITNESSETH

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

All that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Old Hawkinsville Road, beginning at the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing southerly to the intersection of the unused right-of-way of old Hawkinsville Road with the right-of-way of Georgia State Route 96.

And furthermore, all that tract or parcel of land, situate lying and being in Land Lots 45 and 52 of the 11th Land District of Houston County, Georgia, being known and designated as the unused right-of-way of Ammons Road, beginning at the easterly side of the right-of-way of the relocated Old Hawkinsville Road as shown on the plans recorded at Deed Book 6098, Page 310, Clerk's Office, Houston Superior Court, and continuing northeasterly to the intersection of the unused right-of-way of old Hawkinsville Road.

There is reserved to the Grantor herein a twenty foot (20') wide maintenance and utility easement along the new easterly right-of-way of Old Hawkinsville Road and going southerly along said new right-of-way to its intersection with the southeasterly right-of-way of that portion of Ammons Road to be abandoned.

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

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

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

Signed, sealed and delivered
in the presence:

Witness

Notary Public

Board of Commissioners
of Houston County:

By: _____
Title: Chairman

Attest: _____
Title: Director of Administration

Georgia Emergency Management and Homeland Security Agency (GEMA-HS) grant funds are available and have been awarded to Houston County in the amount of \$36,392. This funding is intended for HazMat equipment sustainment and would be used to replace older firefighter air packs. If accepted, the County will purchase the identified equipment for use on the HazMat truck and will request 100% reimbursement from the State. There are no required match funds attached to this grant.

Staff recommends acceptance of the \$36,392 in grant funds.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an agreement with the Georgia Emergency Management and Homeland Security Agency accepting Grant #66 in the amount of \$36,392 to be utilized for HazMat truck equipment sustainment.



**FISCAL YEAR 2020
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Houston (county)

GRANT: #66

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2020 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of **\$36,392.00** to **Houston (county)** , as Subrecipient, in accordance with the Fiscal Year 2020 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient, and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2020, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later, and shall continue through August 31, 2022. No modifications to the Budget can be made after the termination date, August 31, 2022, or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY20 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY20 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2020-SS-00089, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EMGRANTS)
- Exhibit H DHS/FEMA Fiscal Year 2020 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:
<https://www.fema.gov/media-library/assets/documents/185911>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/media-library/assets/documents/101566>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgement Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EMGrantsPro System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EMGrantsPro System, which is due within 30 days of the end of each calendar quarter.

E.

The following reporting periods and due dates apply:

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31
• Fifth Quarter	October 1 - December 31	Due January 31
• Sixth Quarter	January 1 - March 31	Due April 30
• Seventh Quarter	April 1 - June 30	Due July 31
• Eighth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- E. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

- C. Organizational Audit Requirements:** The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this

signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

- D. Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2020 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/exercise> and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY20 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <http://www.fema.gov/national-incident-management-system>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

3. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov, and www.ProgressReports.gov

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2020 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2020 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2020 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2020 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide an approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgement of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that require specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY20 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available on the internet at <http://www.fema.gov/grant-programs-directorate-information-bulletins>

- R.** The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S.** The Subrecipient agrees that funds from the FY 2020 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY20 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2020 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN) and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency who cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY20 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Houston (county) have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY



Signature

Harlan Proveaux, Deputy Director of Homeland Security
Printed Name and Title of Signatory

06 / 11 / 2021
Date of Signature

SUBRECIPIENT

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Date of Signature

58-6000843

Agency FEID (XX-XXXXXXXX)

069209922

Agency DUNS Number (XXXXXXXXXX)

At the March 2, 2021 meeting the Board approved an extended leave of absence for Water Department Clerk Gamble Greathouse until June 24, 2021. At that time Ms. Greathouse's FMLA had expired, and the leave was granted without pay and Ms. Greathouse being responsible for the full cost of her benefits during the leave of absence under COBRA.

Her medical release to come back to work will not be effective until July 15, 2021, therefore she is requesting an extension of this leave of absence through that date. Her immediate supervisor has endorsed this request with the understanding that if she is not able to return on July 15th her position will have to be advertised as vacant and a replacement will be hired. The department head and the Director of Operations have endorsed this request as well.

Motion by _____, second by _____ and carried _____ to

- approve**
- disapprove**
- table**
- authorize**

the extension of an unpaid leave of absence for Water Department Clerk Gamble Greathouse until July 15, 2021. Ms. Greathouse will continue to be responsible for her insurance cost under COBRA under this extension.

5

Chief Building Inspector Tim Andrews is requesting permission to hire Vanessa Phillips to fill the Building Inspector position that will be vacated through retirement at a Grade 17-C. Staff agrees that Ms. Phillips possesses the requisite qualifications and experience to qualify for the C-step.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

hiring Vanessa Phillips for the Building Inspector position in the Building Inspection Department at a Grade 17-C effective July 7, 2021.



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)

To: County Commissioners
From: Kenneth Carter, Director of Personnel
Date: July 1, 2021
Re: Building Inspector New Hire

Tim Andrews is requesting to hire Vanessa Phillips for the Building Inspector vacancy that will be coming available due to a recent retirement. Based on Ms. Phillip's experience, Mr. Andrews would like to hire at grade 17- C or \$44,657.60 effective July 7, 2021. I have reviewed this request and the experience and Ms. Phillip's does meet the qualifications for the C step. Please consider this request.

VANESSA PHILLIPS

EDUCATION

Bachelor of Arts in Construction Management - National Labor College (12/2012 - 04/2014)

Interpret and analyze engineering plans, specifications, and blueprints • Create and utilize various float methods of scheduling logic including critical path, and translating work breakdown structures • Develop project site logistic plans • Employ construction administration to format & utilize project manuals including contract specs • Develop construction documents covering design phases (programming, conceptual, schematic, design, construction) • Procurement • Utilize various types of project control systems for project productivity documentation • Create and submit production report(s)

Associates of Applied Science in Industrial Systems - Middle Georgia Technical College (05/2010 - 08/2011)

Resourceful in the completion of projects/multi-tasking • Residential, Commercial, and Industrial Wiring • Industrial Instrumentation • Industrial PLCs • Expert proficiency in Microsoft Office • Operate a diversity of tools to track project documentation & efficiency • Possess strong analytical and problem solving skills, with the ability to make well thought out decisions • Excellent written and verbal communication

WORK HISTORY

MILLER ELECTRICAL CONTRACTOR - Culloden, GA (04/2020 - Present)

Estimator/Superintendent: Served in the capacity of supply accountability, control, and consolidation of equipment/machinery, and high duty items. Assist and monitor usage transaction, track timing of reorder actions, verify cost changes for parts, and generally observe activity in the account to ensure that parts and supplies are available when required. Receives materials, parts, components, and assemblies.

MY EZ AUTO SALES - Warner Robins, GA (10/2018 - 03/2020)

General Sales Manager: Purchase and transfer vehicles via computer. Assist customers with credit applications. Perform inspections on a large variety of mechanical and electronic equipment on a wide array of transportation.

MILLER ELECTRICAL CONTRACTOR - Culloden, GA (10/2011 - 08/2016)

Estimator/Superintendent: Purchased electrical machinery and equipment for jobs (up to \$2M). Complete take-offs. Create and submit over 50% of bids/proposals. Create 'change order' documents/RFIs. Log all communication (verbal and written). Select/place electricians on specialty jobs. Select subcontracting (if any). Seek solicitations. Document changes in rate of usage, cost, and availability with established suppliers, have alternative source(s) of supply, and other activities in the account requiring intervention, such as changes in pricing, accelerated or decelerated acquisition, or other actions designed to support maintenance operations without interruption in the flow of materials.

FORT VALLEY STATE UNIVERSITY - Fort Valley, GA (09/2009 - 10/2010)

Skilled Craftsman: Installed and update residential and commercial wiring in dormitories and facilities. Perform preventative maintenance on generators. Install, trouble-shoot & control pneumatics valves. Install and remove expansion tanks/bladder. Trouble-shoot and program PLCs. Plumbing and carpentry repairs. Follow and establish safety and sanitation rules and regulations. Operate various types of material handling equipment such as forklifts and warehouse tractors. Operates and performs routine maintenance (PM) on various equipment. Assures all received materials and products are confirmed and documentation is accurate physical and documented. Unloads, stacks, binds, rotates, inspects, processes, and marks stock in accordance with standard warehouse protocol.

SMOOTH SAILING ISLAND TOURS - St. Thomas, U.S.V.I. (07/1998 - 06/2009)

Office Manager: Payroll, hiring, training & termination determinations. Schedule work hours, meetings, flight, car, and hotel reservations/accommodations. Data entry. Record, calendar & bookkeeping.

6

Staff recommends entering into a contract for services with Unicorn HRO for HR / Payroll software and support. This cloud-based solution would replace our current AS-400 based solution that we have been operating with Unicorn for twenty plus years.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a contract for services for HR / Payroll software and support with Unicorn HRO of Florham Park, NJ in the amount of \$81,400 plus a flat rate of \$25 per month for additional file storage if necessary.

SERVICES & APPLICATIONS MANIFEST (SCHEDULE A-1)

Houston County - GA				
6/30/2021				
Estimated Number of Non-terminated Employ	750			
Estimated One Time Set Up Charges	\$ 26,250.00	\$40/EE		
Subscription	Per Employee Per Month	Description	Estimated Monthly Cost	Estimated Annual Cost
Subscription to ICON HRIS Includes	\$ 4.00	Access to ICON Application via the web, Modules include: HR, Benefits, Payroll, Training, Job Reviews, Skills Tracking, Reporting.	\$ 3,000.00	\$ 36,000.00
ICON	Included			\$ -
Manager Services	Included			\$ -
Employee Self Service	Included			\$ -
Standard Reports	Included			\$ -
Ad Hoc Reporting	Monthly Rate	Number of Ad Hoc Report Creators	Estimated Monthly Cost	Estimated Annual Cost
Cognos - Ad Hoc (Users)	\$ 50.00	5	\$ 250.00	\$ 3,000.00
Cognos - Metrics Dashboard	Included	Metrics Dashboards		\$ -
Workforce Management (Optional)	PEPM	Description	Estimated Monthly Cost	Estimated Annual Cost
Workforce Management Web Based	\$ 4.00	750	\$ 3,000.00	\$ 36,000.00
ACA Compliance	Price Per 1095c Processed	Description		Estimated Annual Cost
ACA Module	\$ 1,000.00	ACA Tracking, Testing, Monitoring	one time cost	\$ 1,000.00
Recruiting (optional)	Unit Price	Number of Units	Estimated Monthly Cost	Estimated Annual Cost
Recruiting Module	\$ 450.00		\$ 450.00	\$ 5,400.00
1st recruiter	Included			
PEPM			Total Fees \$	\$ 6,700.00 \$ 81,400.00

Employee Storage Fees				
Employee File Storage				
Up to 1GB:	No Charge			
1GB to 25 GB: flat rate \$25 per month	\$25 Per Month			
25+ GB: \$2.50 per GB used	\$25 + \$2.50 Per GB			

Implementation Services				
Task	Hours			
Conversion from SP/400 to ICON Includes				
Conversion of Current Year Payroll Data	Until Complete			
Conversion of System Table/VDU to COD	Until Complete			
Conversion of Employee Work Profile Data	Until Complete			
Set Up Workforce Management (WFM)				
Configuration of Rules	Until Complete			
Configuration of Schedules	Until Complete			
Manager Training	Until Complete			
Train the trainer for employees	8			
Set Up of Recruiting				
Website Rendering	Until Complete			
Training for Managers	3			
ICON Configuration				
HR	8			
Security	4			
Organization	4			
Benefits/ACA	8			
Payroll & Tax Process	16			

Configuration, Conversion and Training will be done remote. Houston county can request on-site service. Service Fees do not include reasonable living and travel expenses. Houston County and Unicorn will agree on travel expense in writing prior to Unicorn traveling on-site. Unicorn HRO will present documented receipts and any other official notice to Customer, whereby Customer will pay in full those living and travel expenses.

IN WITNESS WHEREOF, the parties hereto have signed and agreed to the terms and conditions of Schedule A its parts as above written.

Unicorn HRO, LLC

Houston County, GA

By: _____

By: _____

Name: Timothy Diassi

Name: _____

Title: SVP Sales & Marketing

Title: _____

Date: _____

Date: _____

**Updated Schedule A
Of Service Agreement between
Unicorn HRO LLC and Houston County, GA
Dated July 1, 2021**

Services, Contract Fees and Payments

1. Specific Services and Applications and Services Available Upon Request

- a) Unicorn HRO agrees to provide the Specific Services, Applications, and Services Available Upon Request, all as designated on this Schedule A, to the Customer in consideration for the Fees designated in this Schedule A and described in "Services and Applications Manifest" exhibit (Schedule A-1), subject to the terms and conditions of the Services Agreement between Unicorn HRO and Customer (the "Agreement").
- b) Pricing for the specified services in Schedule A-1 are in effect through April 30, 2023. Any changes in services or addition of services will be priced at the then current Unicorn HRO price list.
- c) Changes in the scope of such Services may be made from time to time only in accordance with Section 2.2 of the Agreement dated **July 1, 2021**
 - Marketing: Client has agreed to help market Unicorn HRO services; Services may include but are not limited to:
 - Case Study
 - Testimonial
 - Client reference
 - Site visit
 - Video/Interview:

2. Implementation, Consulting and Training

- a) Implementation, consulting or training is included in this ~~Schedule~~ A
- b) Service Fees do not include reasonable living and travel expenses incurred in the normal course of performing services and are payable in full upon Unicorn HRO presenting documented receipts and any other official notice to Customer, whereby Customer will pay in full those living and travel expenses.

The Superior Court wishes to continue the contract with Christopher Gray to serve as surveillance officer for the Superior Court Accountability Court. Mr. Gray will operate as an independent contractor and is a P.O.S.T. certified law enforcement officer.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing a contract for services with Christopher Gray as Accountability Court surveillance officer effective July 1, 2021 and expiring on June 30, 2022. The Mental Health Accountability Court grant will fund the services of this officer.

CONTRACT FOR SERVICES

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 24 day of June 2021,
by and between Houston County, Georgia, a political subdivision of the State of
Georgia ("County") and Christopher Gray ("Contractor").

W I T N E S S E T H:

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

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

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

1. Designation of Contractor. Said Contractor represents that he is qualified to
perform the duties of Accountability Court Surveillance Officer for the Houston
County Accountability Court by being a P.O.S.T certified law enforcement officer and
maintaining required training designated by the Accountability Court.

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

agrees to:

- a) Provide surveillance of assigned participants in the judicially
supervised accountability program;

- b) Conducts evening and weekend site visits at participants home to ensure accountability and verify living conditions; may be required to conduct employment and community service visits if participant cannot be located at their place of residence;
- c) Conducts random breathalyzers and drug screens during site visits;
- d) Attend treatment meetings and/or court hearings if requested;
- e) Send Coordinator updates via email after each night of curfew checks.
- f) May perform other duties as required by the Accountability Coordinator.

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

Agreement.

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

5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2021 to June 30, 2022.

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

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

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.

d) Fraternalization outside the professional context with any participant of the Program.

e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.

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

CONTRACTOR

BY:  _____

HOUSTON COUNTY, GEORGIA

BY: _____

Chairman, Houston County Board of Commissioners

Sheriff Cullen Talton has approved the services of Christopher Gray for off duty employment.



CULLEN TALTON
Sheriff, Houston County, Ga.

The City of Perry is required by the EPA to obtain a signed Stormwater Facility Maintenance Agreement from the County concerning the ongoing State Court Expansion Project. Per the agreement, the County asserts that it will operate and maintain the stormwater facilities on the site using Best Management Practices.

Motion by _____, second by _____ and carried _____ to

- approve**
- disapprove**
- table**
- authorize**

Chairman Stalnaker to sign a City of Perry Stormwater Best Management Practices Operations and Maintenance Agreement concerning the State Court Expansion Project.



Where Georgia comes together.

Department of Community Development

To: Owners of Property with Private Stormwater Facilities

**Houston County State Courthouse
201 Perry Parkway**

Dear Property Owner:

As part of our National Pollutant Discharge Elimination System (NPDES) Permit issued by the Environmental Protection Agency, the City of Perry is required to obtain a signed Stormwater Facility Maintenance Agreement from the owner of each property developed with private stormwater facilities.

In short, the Stormwater Facility Maintenance Agreement states that you, or your successors, will operate and maintain the stormwater facilities using Best Management Practices. If you, or your successors, do not properly maintain the stormwater facilities on the property, you authorize the City of Perry to enter the property to complete the required maintenance at the property owner's expense. This is a standard agreement and cannot be altered.

A fillable Stormwater Facility Maintenance Agreement is enclosed for your completion. The completed Agreement, and required exhibits, must be returned to the City Attorney's office. Once the Agreement and required exhibits are acceptable, the Agreement will be recorded with the Clerk of Superior Court. This must be completed before your site permit/land disturbance permit will be issued.

The Site Plan / Subdivision Plan required as Exhibit "B" of the agreement must show all of the stormwater facilities located on the property and access to such facilities.

If you have questions you may contact Sarah Nottingham, Stormwater Inspector II, at (478) 988-2735 or Sarah.Nottingham@perry-ga.gov.

Sincerely,

Bryan Wood, AICP
Community Development Director

Above Space for Recording

After recording return to:

City of Perry
Attn: City Attorney
P.O. Box 2030
1211 Washington St.
Perry, GA 31069

City of Perry Stormwater Best Management Practices Operations and Maintenance Agreement

STATE OF GEORGIA
COUNTY OF HOUSTON

This Agreement, made and entered into this _____ day of _____, 2021, by and between _____, Houston County Board of Commissioners (hereinafter called the "Landowner") as party of the first part, and the City of Perry, Georgia, a political subdivision of the state of Georgia, (hereinafter called the "City") as party of the second part, each a "party" and collectively the "parties";

RECITALS

- A. The Landowner is the owner of certain real property in the City of Perry, Houston County, Georgia, more particularly described in Exhibit "A" attached hereto and by this reference made a part of this Agreement (the "Property").
- B. The Landowner is proceeding to build and develop the Property.
- C. The Site Plan/ Subdivision Plan known as _____ State Court Building _____ (the "Plan"), a copy of which is attached hereto as Exhibit "B" and by this reference is expressly made a part hereof, as approved by the City, provides for management of stormwater within the confines of the Property through the use of Best Management Practices ("BMP").
- D. The City, and the Landowner, its successors and assigns, including any associated homeowners or property owners association, agree that the health, safety, and welfare of the residents of Perry, Georgia and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property.
- E. The City requires, through the implementation of the Plan, that stormwater Best Management Practices as shown on and required by the Plan and the City's Land Management Ordinance be constructed and adequately maintained by the Landowner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual benefits and obligations set forth in this Agreement, the parties hereto agree as follows:

1. For the purposes of this Agreement, the following definitions shall apply:
 - a. “Best Management Practices” or “BMP”: activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the City’s Land Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffers, sand filters and detention basins.
 - b. “Infiltration Trench”: A BMP surface structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil or groundwater aquifer.
 - c. “Seepage Pit”: An underground BMP structure designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil or groundwater aquifer.
 - d. “Rain Garden”: A BMP overlain with appropriate mulch and suitable vegetation designed, constructed, and maintained for the purpose of providing infiltration or recharge of stormwater into the soil or underground aquifer.
2. The BMP shall be constructed by the Landowner in accordance with plans and specifications identified in the Plan.
3. The Landowner shall, at all times, adequately operate and maintain the BMP as shown on the Plan in good working order acceptable to the City and in accordance with the specific maintenance requirements noted on the Plan. Such maintenance requirements include properly maintaining all pipes, channels or other conveyances built to convey stormwater to the BMP, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is defined as keeping the BMP and all components thereof in good working condition so that the BMP continues to perform its designed functions. The Stormwater Structural Control Maintenance Checklists found in the latest edition of the *Georgia Stormwater Management Manual* establishes the standard of what good working condition is acceptable to the City.
4. The Landowner shall inspect the BMP and submit an inspection report annually. The purpose of the inspection is to ensure safe and proper functioning of the BMP. The inspection shall cover the entire BMP including embankments, berms, inlet and outlet structures, pond area, access roads, etc. Deficiencies shall be noted in the inspection report.
5. The Landowner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property, at reasonable times, to inspect the BMP whenever it deems necessary. The City shall provide the Landowner copies of any inspection findings and a directive to commence with the repairs if necessary. Whenever possible, the City shall notify the Landowner prior to entering the Property.
6. If the Landowner fails to operate and maintain the BMP as shown on the Plan in good working order acceptable to the City, the City or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain the BMP, including correcting deficiencies identified in the inspection report, and to charge the costs of such repairs to the Landowner. This provision shall not be construed to allow the City to erect any permanent structure on the land of the Landowner outside of the easement for the BMP. It is expressly understood and agreed that the City is under no obligation to maintain or repair such facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
7. The Landowner shall perform all work necessary to keep the BMP in good working order. In the event a maintenance schedule for the BMP (including sediment removal) is outlined on the Plan, the Landowner shall comply with such schedule.
8. If the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of such work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the City for all expenses (direct and indirect) incurred within thirty (30) days of receipt of invoice from the City, and if not timely

paid, the City shall place a lien upon the Property for the invoice amount, plus statutorily allowed fees, expenses and costs.

- 9. The Landowner, its successors and assigns, releases and shall hold harmless the City's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against such employees and representatives from the construction, presence, existence, or maintenance of the BMP by the Landowner or the City. If a claim is asserted against the City, its designated representatives or employees, the City shall promptly notify the Landowner and the Landowner shall defend, at its own expense, any suit based on the claim. If any judgment or claim against any of the City's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expenses regarding such judgment or claim. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the BMP fails to operate properly.
- 10. The City shall inspect the BMP as necessary to ensure their continued functioning.
- 11. This Agreement shall be recorded at the Superior Court Clerk's Office of Houston County, Georgia, and shall constitute a covenant running with the Property and an equitable servitude, and shall be binding on the Landowner, its successors and assigns, in perpetuity.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered on the day and year first set forth above.

LANDOWNER

By: _____
Tommy Stalnaker, Chairman (Printed Name)

Witness

Sworn to and subscribed before me
This ____ day of _____, ____.

Notary Public
My commission expires: _____

CITY OF PERRY, GEORGIA

By: _____

(Printed Name)
(Title)

Witness

Sworn and subscribed before me
this ____ day of _____, ____.

Notary Public
My commission expires: _____

Bids were solicited for the 2018 Countywide SPLOST funded SR127-Houston Lake Road Widening project. Two bids were received, and staff recommends award to low bidder Robinson Paving Company for the total amount of \$4,349,369.24.

The scope of this project includes relocation of a City of Perry gas line, sewer line and water line. The County and the City signed a Memorandum of Agreement pertaining to the relocation of these utilities under this contract back in April. Under that agreement, the City of Perry agreed to pay their portion of this work, which is \$1,045,322.15. The contractor will bill the city directly for this amount and the County for the remaining \$3,304,047.09.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the SR127-Houston Lake Road Widening project to Robinson Paving Company of Columbus, GA in the total amount of \$4,349,369.24. Houston County will be responsible for \$3,304,047.09 of this total amount. The City of Perry will be responsible for the cost of utilities relocation in the amount of \$1,045,322.15. This is a 2018 SPLOST funded project.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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


MEMORANDUM

To: Houston County Board of Commissioners

From: Ronnie Heald, County Engineer *RJH*

Date: Tuesday, July 6, 2021

RE: Bid Recommendation for 2018 SPLOST Road Improvement Project
State Route 127 Houston Lake Road Widening (CW18-01, Bid No. 21-27)

OK 

Please consider this request to accept the bid for the above referenced project. Bids were received on Thursday, June 24, 2021. Listed below is a summary of the unit cost bids.

<u>Bidder</u>	<u>Amount of Bid</u>
Robinson Paving Company	\$4,349,369.24
C W Matthews Contracting Co	\$5,000,444.88

Houston County and the City of Perry have signed a Memorandum of Agreement (attached), which states that the City of Perry will pay directly to the contractor for City utility relocations. The unit cost amount for these items totals \$1,045,322.15.

Therefore, the Houston County portion will be \$3,304,047.09.

Based on the evaluation scores, the Engineering Department recommends the selection of **Robinson Pavement Company**, to perform the construction at the cost of **\$3,304,047.09**. This project is to be funded by the 2018 SPLOST.

**INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT
HOUSTON COUNTY AND CITY OF PERRY
HIGHWAY 127 WIDENING PROJECT
RELOCATION OF UTILITIES**

THIS AGREEMENT (the "Agreement") is made and entered this the 6th day of April, 2021 by and between Houston County through its duly elected Board of Commissioners, hereinafter referred to as "County", the City of Perry, through its duly elected Mayor and Council, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the County is superintending a county wide Special Purpose Local Option Sales Tax (SPLOST) project from the 2018 SPLOST known as SR 127/Houston Lake Road Widening from Kings Chapel Road to Gray Road, (2018 SPLOST CW1801), hereinafter the "Project"; and

WHEREAS, a portion of that project includes the relocation of a City gas line, sewer line and water line, hereinafter "Utility Relocation"; and

WHEREAS, SPLOST funds are not programmed to be used to pay the cost of Utility Relocation on this project; and

WHEREAS, the County and the City are entering into this Agreement in order to allow payment for Utility Relocation in compliance with Georgia Law.

NOW, THEREFORE, in consideration of the mutual benefits for each Party, the County and the City agree as follows:

1.

The County will superintend the Project and the City will oversee all aspects of the Project relating to Utility Relocation.

2.

The portion of the Project for Utility Relocation will be billed separately from the Contractor to the City.

3.

The Contractor will invoice the City for cost of the Utility Relocation and the City agrees to pay the cost of the Utility Relocation directly to the Contractor.

4.

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

5.

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

6.

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

So AGREED, the day and year first written above.

COUNTY OF HOUSTON, GEORGIA

By: Tommy Stalnaker
Tommy Stalnaker, Chairman

Attest: Barry Holland
Barry Holland, Director of Administration

CITY OF PERRY, GEORGIA

By: Randall Walker
Randall Walker, Mayor

Attest: Annie Warren
Annie Warren, City Clerk

10

Public Works staff has requested approval to modify the mowing contract with Dixie Lawn & Landscaping for roads right of ways. The current contract covered the mowing of 41.43 miles of right of way through June 30th and then reduced to 31.19 miles beginning July 1st. Public Works would like to continue mowing the additional 10.24 miles for an additional 90 days. The total increase to the contract would be \$21,634.50.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

a modification of the roads right of way mowing contract with Dixie Lawn & Landscaping, Inc. of Cochran, GA continuing the 41.43 mile of mowing for an additional 90 days through September. The total contract increase of \$21,634.50 will be charged to the Roads Department (100-4200-52.1200).



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: July 1, 2021

Subject: Bid# 21-16 Landscape Maintenance of Houston County Roads & Right of Ways

The Houston County Public Works Department has requested that the Houston County Board of Commissioners extend the 41.43 mile mowing contract of Houston County Roads and Right of Ways with Dixie Lawn & Landscaping Inc. for 90 days or 6 visits which increase the FY22 fee from \$17,934.25 (31.19 miles) to \$21,540.00 per occurrence for the additional 10.24 miles. The total contract increase of \$21,634.50 will be charged to 100-4200-52.1200.

Please see attachments.

Dixie Lawn & Landscaping Inc.
 3810 Roddy Rd
 Cochran, GA 31014
 Office: 478-934-3838
 Fax: 478-934-3880

PROPOSAL

Date: 2-23-21

Property: Houston County
 2018 Kings Chapel Rd.
 Perry, GA 31069

Project: Commercial Landscape Maintenance Bid

Service Property's:	Houston Lake (Russell to Perry Bypass)	9.63 miles
	Moody Rd. (Hwy127 to Russell)	6.57 miles
	Old Perry (Hwy 127 to Hwy 96)	3.7 miles
	Lake Joy (Hwy 96 to Langston)	3.73 miles
	Sandefur (300 ft. off Houston Lake & Lake Joy to Hwy 41)	1.85 miles
	Danny Carpenter (Sandefur to Hwy 96)	1.11 miles
	Langston Rd. (Lake Joy to school)	.43 miles
	Old Hawkinsville Rd. (Cullen to Old 96)	.88 miles
	Thompson Mill (Old Hwy 96 to Southwick Dr.)	.75 miles
	Hwy 41 N (Watson to White Rd.)	1.31 miles
	Hwy 96 (Hwy 41 to Thompson Mill)	9.3 miles
	247 @ 96 (Sidewalk areas)	.33 miles
	Cohen Walker (Lake Joy to Houston Lake)	1.84 miles
	Total	41.43 miles

Service Frequency: 19 Visits (bi-weekly March-Oct.)
 12 men 3 (4 men) crews

Service Includes:	<u>Description:</u>	<u>Occurrence:</u>
	Cut grass, warm season turf	19
	Edge Curbs & Walks	9
	Blow Curbs & Walks	19
	Spray Round-up Hard Surfaces	19
	Large trash & debris removal	19

Total Bid: \$21,540.00 per visit \$34,105.00 per month \$409,260.00/annually

Slopes: Dixie will weed eat/cut all slopes along above stated properties.
 We will weed eat slopes to 4-6 inches in height depending on the grass variety. (Recommended 3 times per year)

Total Bid with slopes: \$23,359.00 per visit \$36,985.08 per month \$443,821.00/annually

Dixie Lawn & Landscaping will provide all equipment & manpower necessary to keep the properties maintained at a consistent, satisfactory level through March to October. To complete the properties on a bi-weekly basis, we will cut half of the properties the 1st week and the other half the 2nd week.



Josh Wilson
 Cell: 478-599-0596
 Email: jwl@dixieland@yahoo.com

 Customer Representative

Dixie Lawn & Landscaping Inc.
3810 Roddy Rd
Cochran, GA 31014
Office: 478-934-3838
Fax: 478-934-3880

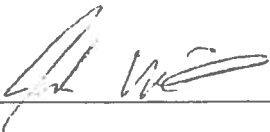
PROPOSAL

Additional Items:

Slopes: Dixie will weed eat/cut all slopes along above stated properties.
We will weed eat slopes to 4-6 inches in height depending on the grass
variety. (Recommended 3 times per year) \$11,520.00 per cut

Per Mile Pricing: Dixie will mow additional areas or areas more
frequently an owner's request \$575.00 per mile

Dixie Lawn & Landscaping has provided pricing with 3 cutting of the slopes in the yearly price or the option
to keep separate & mow at owners request.



Josh Wilson
Cell: 478-599-0596
Email: jw1dixieland@yahoo.com

Customer Representative

All components of RFP remain intact until 6/30/21. Beginning 7/1/21 the scope of services will be reduced to the following routes:

<u>Route</u>	<u>Length (Miles)</u>
1. Houston Lake Road	9.63
2. Moody Road	6.57
3. Lake Joy Road	3.73
4. Old Hawkinsville Road	0.88
5. Thompson Mill Road	0.75
6. Hwy 96	9.3
7. SR 247	<u>0.33</u>
Total	31.19

16 visits x 17,934.25 \$/visit = \$ 286,948.00 for 7/1/21 - 6/30/22

Additional Areas or Additional visits: \$ 575.00 \$/mile/visit

Slope Maintenance/cut = \$ 11,520.00 /event

DATE 3-8-21

JOSH WILSON



DIXIE LAWN & LANDSCAPING INC.
3810 RODDY HWY
COCHRAN, GA 31014
478-934-3838

Houston County Roads and Bridges

Summary of bills by fund:

• General Fund (100)	\$1,836,460.69
• Emergency 911 Telephone Fund (215)	\$ 131,213.04
• Fire District Fund (270)	\$ 97,924.87
• 2006 SPLOST Fund (320)	\$ 3,054.64
• 2012 SPLOST Fund (320)	\$ 22,449.88
• 2018 SPLOST Fund (320)	\$ 997,813.73
• Water Fund (505)	\$ 724,957.93
• Solid Waste Fund (540)	<u>\$ 224,148.69</u>
Total for all Funds	\$4,018,023.47

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
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the payment of the bills totaling \$4,018,023.47.