



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

August 17, 2021

5:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
August 17, 2021
5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Walker

Pledge of Allegiance

Approval of Minutes from: 9:00 a.m. on August 3, 2021
9:00 a.m. on August 11, 2021
9:30 a.m. on August 11, 2021

Regular Board Meeting
Public Hearing #3 – Tax Digest
Millage Rate Adoption

New Business:

1. Abandonment of ROW Request (Warnock / Carl Vinson Extension) – Commissioner Walker
2. City of Warner Robins Rezoning Request (Bry-Mel Homes) – Commissioner Walker
3. City of Warner Robins Request (Detour / Tom Chapman Blvd.) – Commissioner Byrd
4. Engineering Services Agreement (Carter & Sloope / Bear Branch Remote Well) – Commissioner Byrd
5. Condemnation Resolutions (Scott Road Extension Paving) – Commissioner Robinson
6. Bid Approval (Courthouse Chilled Water Plant Upgrade) – Commissioner Robinson
7. Submittal of LMIG Priority List to Georgia DOT – Commissioner Perdue
8. Inmate Work Detail Agreement (GA Department of Corrections) – Commissioner Perdue
9. Approval of Bills – Commissioner Perdue

Public Comments

Commissioner Comments

Motion for Adjournment

Larry E. Warnock, President of Bry-Mel Homes, Inc., requested that an undeveloped portion of Carl Vinson Parkway that traverses his property at 613 Dunbar Road, Warner Robins, Georgia in the unincorporated area of Houston County be abandoned. Pursuant to O.C.G.A. § 32-7-2(b)(1) a public notice of intent to abandon was advertised in the Houston Home Journal once a week for two weeks.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The Board of Commissioners to sign the Resolution abandoning an undeveloped portion of Carl Vinson Parkway that traverses Mr. Warnock's property at 613 Dunbar Road, Warner Robins, Georgia in the unincorporated area of Houston County described as follows:

All that tract or parcel of land, situate lying and being in Land Lots 135 and 152 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Tract "B" containing 8.87 acres, according to a property survey for Albert L. Greiner (Trustee), prepared by Robert L. Story, Registered Georgia Land Surveyor No. 1853, dated April 23, 2003, a copy of which is recorded in Plat Book 62, Page 58, in the Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

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

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

WHEREAS, Larry E. Warnock, president of Bry-Mel Homes Inc., has requested that an undeveloped portion of Carl Vinson Parkway that traverses his property located at 613 Dunbar Road, Warner Robins, Georgia in the unincorporated area of Houston County, be abandoned; and

WHEREAS, a legal description is attached hereto as **Exhibit "A"** and a survey is attached hereto as **Exhibit "B"** of the above-referenced undeveloped portion of right-of-way 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, notice of the public hearing for the abandonment of the right-of-way described in **Exhibit "A"** and shown in **Exhibit "B"** was duly published within the county legal organ once a week for two weeks; and

WHEREAS, a public hearing was held on August 17, 2021, at the appointed time; and

WHEREAS, pursuant to Section 32-7-2(b)(1) of the Official Code of Georgia Annotated the property owner of the property the undeveloped right-of-way traverses, was notified of the intent to abandon the section of said right-of-way, and no other legitimate objections thereto have been made.

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

1. It is certified that the removal of the undeveloped portion of Carl Vinson Parkway within Houston County, Georgia as described and shown on the attached legal description (see Exhibit "A") and survey (see Exhibit "B") from the county road system is in the best public interest.
2. That the abandonment of said right-of-way herein described be and is approved.

3. That the best interest of Houston County would be served by the conveyance of said right-of-way to the property owner of the property the undeveloped right-of-way traverses so that it may be subject to taxation by Houston County.
4. That the deed of abandonment be executed by the Chairman of the Board of Commissioners conveying interest in said right-of-way within Houston County, Georgia, as described and shown on the attached legal description (see Exhibit "A") and survey (see Exhibit "B") to the owner of the property the unimproved right-of-way traverses, their assigns, transferees and successors in interest.

This 17th day of August 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"

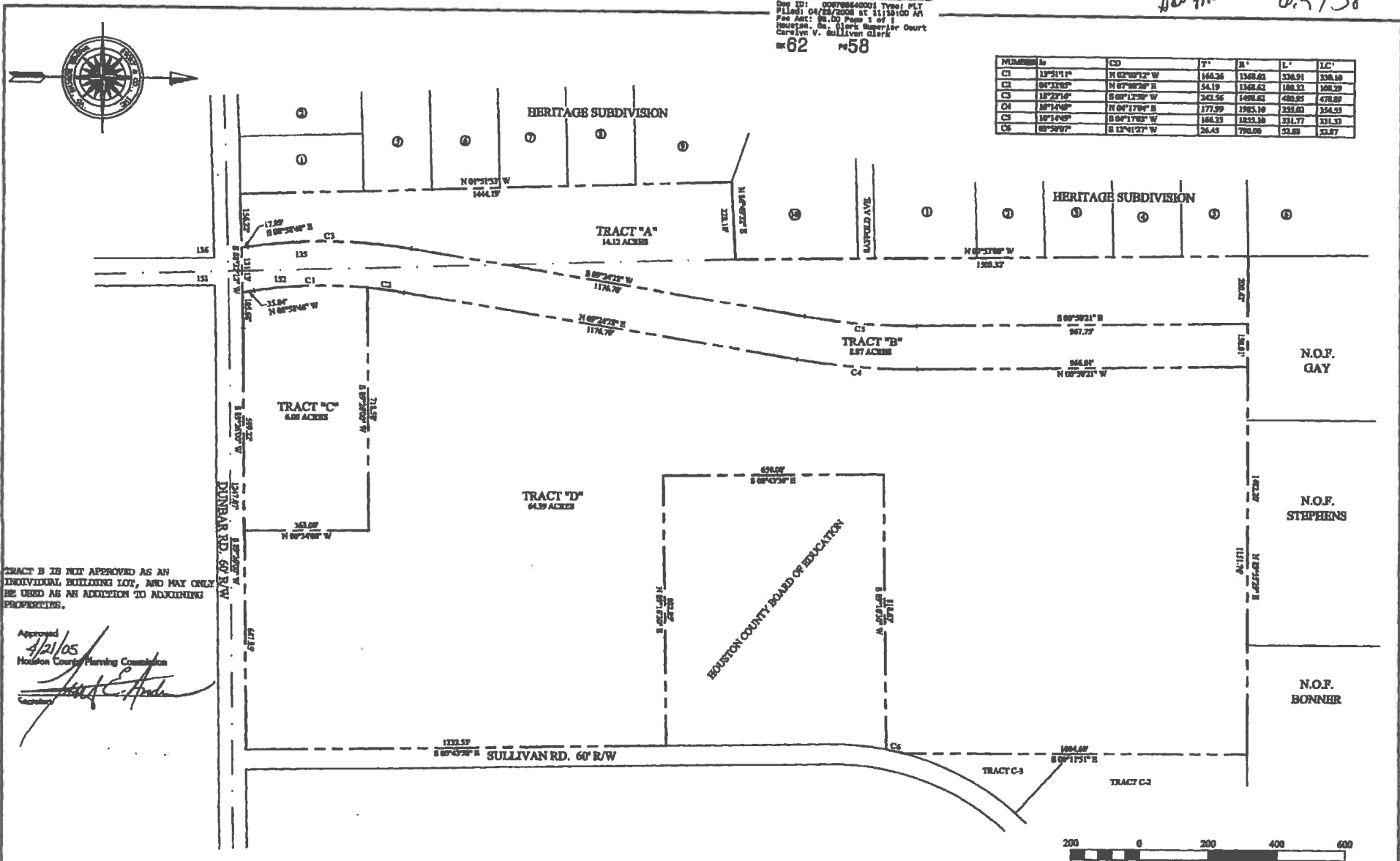
All that tract or parcel of land, situate lying and being in Land Lots 135 and 152 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Tract "B" containing 8.87 acres, according to a property survey for Albert L. Greiner (Trustee), prepared by Robert L. Story, Registered Georgia Land Surveyor No. 1853, dated April 23, 2003, a copy of which is recorded in Plat Book 62, Page 58, in the Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

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

Doc ID: 00708640001 Type: PLT
 Filed: 04/23/2005 at 11:18:00 AM
 Fee Amt: \$0.00 Page: 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn W. Sullivan Clerk
 #62 #58

4/21/05 made 6.7/58

NUMBER	to	CO	T'	B'	L'	LC'
C1	13°21'11"	N 02°06'12" W	144.26	1348.63	338.91	338.10
C2	05°22'05"	N 07°08'27" E	54.19	1348.63	188.32	188.29
C3	15°23'16"	S 00°12'30" W	242.36	1498.63	488.95	478.87
C4	00°14'48"	N 04°17'00" E	177.99	1283.10	338.80	334.95
C5	00°14'48"	S 04°17'00" W	164.33	1833.10	331.77	331.33
C6	03°20'07"	S 12°41'27" W	26.43	790.00	52.81	22.87



TRACT B IS NOT APPROVED AS AN INDIVIDUAL BUILDING LOT, AND MAY ONLY BE USED AS AN ADDITION TO ADJOINING PROPERTIES.

Approved
 4/21/05
 Houston County Planning Commission
[Signature]

CERTIFICATION
 THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PERCENTAGE OF ONE FOOT IN 25,000 FEET AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE.
 THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 219,885 FEET.
 THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAN WERE OBTAINED BY USING A TOPCON 078-313 AND 187 TAPE.

OWNER'S CERTIFICATION
 STATE OF GEORGIA, COUNTY OF HOUSTON.
 I, THE UNDERSIGNED CERTIFY THAT I AM THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGE THIS PLAN AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND INDICATED TO PUBLIC USE FOREVER. ALL AREAS SHOWN OR INDICATED ON THIS PLAN AS STREETS, ALLEYS, EASEMENTS OR PARKS.
 4-18-05
 DATE
[Signature]
 OWNER'S SIGNATURE

IN MY OPINION THIS PROPERTY IS NOT IN A DESIGNATED FLOOD HAZARD AREA.
[Signature]
 ROBERT L. STUCK, GA. LICENSED SURVEYOR No. 1833
 I CERTIFY THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW.
[Signature]
 ROBERT L. STUCK, LICENSED SURVEYOR

GEORGIA
PLAT
APRIL 23 2005

SURVEY FOR
ALBERT L. GREINER (TRUSTEE)

LAND LOTS 135 & 152 HOUSTON COUNTY
 5th DISTRICT GEORGIA

STORY & COMPANY, INC.
 308 WATSON BLVD. SUITE 700 WASHINGTON, GA. 30691
 TEL: 678-422-7744 FAX: 678-422-7489

SCALE: 1"=200'
 DATE: 23 APRIL 2005
 DR: 03-115-C1

EXHIBIT "B"

(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 **BRY-MEL HOMES, INC.**, 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 135 and 152 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Tract "B" containing 8.87 acres, according to a property survey for Albert L. Greiner (Trustee), prepared by Robert L. Story, Registered Georgia Land Surveyor No. 1853, dated April 23, 2003, a copy of which is recorded in Plat Book 62, Page 58, in the Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

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

**Request for Abandonment of Right-of-Way
Houston County Department Responses**

Request Received from: Larry E. Warnock, President of Bry-Mel Homes, Inc. (Owner of property that is adjacent to the right-of-way subject to this request.)

Location and Description of Property: 613 Dunbar Rd. Corner of Dunbar and Carl Vinson Parkway, known as Carl Vinson Extension.

Reason(s) for Request: The right-of-way divides two of Mr. Warnock's properties. Right-of-way on the adjacent Gay property has a reversion clause and is no longer available as right-of-way due to Macon/Bibb County has no interest sharing cost on road/bridge. If Houston County does not abandon right-of-way, this 8.87 acres will be an eye sore and liability to the county.

Houston County Department Responses

Inspections/P&Z – Approved by Tim Andrews

Environmental Health – Approved by Christine Buffington

Engineering – Approved by Ronnie Heald (Should we abandon the north portion of this R/W also?)

Roads & Bridges – Approved by Travis McLendon

Water – Approved by Brian Jones

Fire/E911 – Approved by Chief Christopher Stoner (Pending Engineering Approval)

Attorney – Approved by Tom Hall

In addition to the above approvals: Robbie Dunbar, Terry Dietsch, Van Herrington, Allen Mason, Ken Robinson, and Jeff Smith of Public Works reviewed the abandonment request and approved by signature with no comments.

The City of Warner Robins has notified the County of a request submitted by Larry E. Warnock representing Bry-Mel Homes, Inc. to rezone properties located at Carl Vinson Parkway and Dunbar Road (Tax Parcels 000710 23A000 and 0W72B0 006000). This property was annexed into the City of Warner Robins within the last twelve months and therefore any rezoning request needs to go before the Board of Commissioners.

The present zoning is R-1 and R-3 with the requested zoning of R-3 and C-2. This requested zoning is in keeping with the understanding between the developer and County officials. The developer will need to obtain access permits from the County for both Dunbar and Sullivan Roads. Staff recommends that a pre-design meeting be held; the City should require a buffer between residential and commercial; and that the property be a County master meter customer.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Warner Robins request for rezoning submitted by Larry E. Warnock representing Bry-Mel Homes, Inc. for properties located at Carl Vinson Parkway and Dunbar Road (Tax Parcels 000710 23A000 and 0W72B0 006000).

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

July 16, 2021

MAYOR
Randy Toms

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

**MEMBERS OF
COUNCIL**

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

CITY CLERK
Mandy Stella

CITY ATTORNEY
Julia Bowen Mize

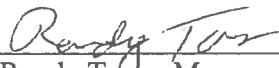
Re: Initiation of Rezoning – properties as shown on attached plat - Portions of Tax
Parcels [000710 23A000] and [0W72B0 006000]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for zoning action for property located within the City limits. The owner of this property, who has filed a written request for rezoning, is Bry-Mel Homes, Inc. This property has previously been annexed into the City limits of Warner Robins in May of 2021. The owner of this property has stated that he has *negotiated in good faith* the terms of this process with the Houston County Board of Commissioners. As such, the City hereby extends notice of the proposed zoning action pursuant to O.C.G.A. §36-36-112. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is R-1[Single-Family Residential District][City] and R-3[Single-Family Residential District][City] and the proposed zoning and land use for this tract is C-2[General Commercial District][City] and R-3[General Residential District][City], under the zoning ordinance of the City of Warner Robins.

Respectfully,

City of Warner Robins, Georgia

By: 
Randy Toms, Mayor
For the Mayor and Council

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

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

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

APPLICATION

Property Owner(s) Name: LARRY E WARNOCK Cellphone: 478 951-6562

Company Name (if applicable): BOY-MIEI HOMES, INC Office Phone: 478 951-6562

Property Owner(s) Address: 303 SMOKE RISE DR, WATKINSON ROBINS / GA 31088

Applicant's Name: LARRY E. WARNOCK Cellphone: 478-951-6562

Company Name (if applicable): BOY-MIEI HOMES, INC Office Phone: 478 951-6562

Applicant's Address: _____

Property Information

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

ADDRESS/LOCATION: CARL VINSON & DURHAM

Tract#: A Parcel#: _____ Land Lot(s): 152 Land District#: 5-14

County: HOUSTON Tax Parcel#: 007023 A00 Total Acres: 14.12

Survey Prepared by: STORY & COMPANY, INC Dated _____

Recorded in Plat Book#: 2869 Page#: 78-29

Present Zoning: R-1 TR-3 Requested Zoning: R-3 + C-1

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

I OWN ADJACENT PROPERTIES & PLAN TO BUILD 250+ HOMES IN R-3 ZONING & PLAN TO USE SAME SIZE HOMES, LOT SIZE FOR TRACT 14

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: CITY of WATKINSON

Is sewer service available? Yes No Jurisdiction: CITY of WATKINSON

Authorization:

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

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

This 26 day of JUNE 2021

Owner/Applicant Signature [Signature]

Print Name LARRY E WARNOCK
BOY-MIEI HOMES, INC.

STAMP DATE RECEIVED:

BRY-MEL Homes, Inc L.O.I.


303 SMOKERISE DRIVE
WARNER ROBINS, GEORGIA 31088
Tel. (478) 953-2796 951-6562

6/25/2021

TO WHOM IT MAY CONCERN:
TRACT "A" CONSISTING OF 14.12 ACRES ±
CURRENTLY IS ZONED R-1 & IS IN CITY LIMITS
OF WARNER ROBINS. THE PROPOSED CHANGE
TO CURRENT ZONING IS TO HAVE BULK OF
TRACT "A" CONVERTED TO R-3 TO MATCH
THE CONTIGUOUS 66 ± ACRES OWNED BY
BRY-MEL HOMES. WESTER BOUNDAR
ABUTS HARRIS SUBDIVISION LOCATED IN
THE COUNTY & NOT IN CITY OF WARNER ROBINS.
R-3 REPRESENTS IT'S BEST & BEST USE OF
THIS PROPERTY. TWO 2 ACRES ± TRACTS
"A-1" & "A-2" FACE DUNBAR RD ACROSS
FROM EXISTING COMMERCIAL PROPERTY. THE
PROPOSED REZONING OF THESE TWO TRACTS
ARE FROM R-1 (TRACT A-1) & R-3 (TRACT
"A-2") TO C-2 CONSISTENT W/ PROPERTIES
ACROSS DUNBAR & BOUNDED BY CARL VINSON.
WORK WILL BEGIN IMMEDIATELY UPON
REZONING & PROPOSED PERMITTING APPROVED.

THANK YOU FOR YOUR HELP IN RESOLVING
THIS REQUEST

SINCERELY


DONES



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

Parcel ID	0W72B0 006000	Alternate ID	31338	Owner Address	BRY-MEL HOMES INC
Sec/Twp/Rng	n/a	Class	Residential		303 SMOKE RISE DR
Property Address	613 DUNBAR RD	Acreeage	6		WARNER ROBINS, GA 31088
District	Warner Robins				
Brief Tax Description	TRACT C 6.00 ACRES 152/5TH				
	(Note: Not to be used on legal documents)				

Date created: 7/27/2021
 Last Data Uploaded: 7/27/2021 5:25:33 AM

Developed by  **Schneider**
 GEOSPATIAL



Overview



Legend

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

Parcel ID	000710 23A000	Alternate ID	31358	Owner Address	BRY-MEL HOMES INC
Sec/Twp/Rng	n/a	Class	Residential		303 SMOKE RISE DR
Property Address	CARL VINSON PKWY	Acreage	14.13		WARNER ROBINS, GA 31088
District	County				
Brief Tax Description	TRACT A 14.13 ACRES LL 135 & 152 5TH				
	(Note: Not to be used on legal documents)				

Date created: 7/27/2021
 Last Data Uploaded: 7/27/2021 5:25:33 AM

Developed by  **Schneider**
 GEOSPATIAL

RECEIVED
JUN 25 2021



STORY CLARKE & ASSOCIATES

ARCHITECTS & PLANNERS
MANUFACTURING ARCHITECTURE
100 CARL VINSON PARKWAY
DALLAS, TEXAS 75243
214.426.3724
STORYCLARKE.COM

1. THIS DOCUMENT IS A PRELIMINARY ZONING MAP. IT IS NOT A FINAL ZONING MAP. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CITY ENGINEER'S OFFICE SHALL REVIEW THIS MAP FOR TECHNICAL ACCURACY. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE CONTENTS OF THIS MAP. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY ACTION TAKEN BASED ON THIS MAP.



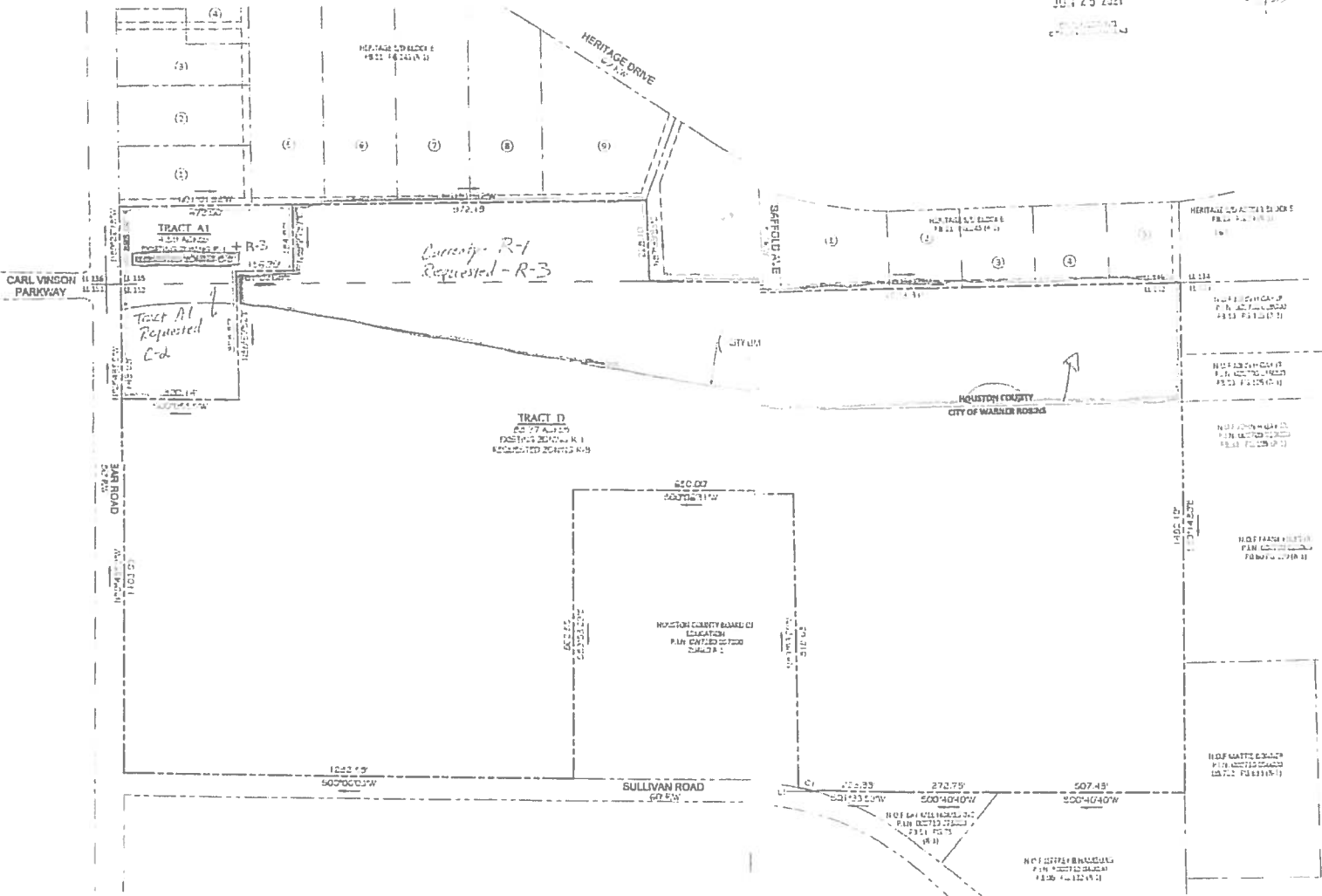
1. THE CITY ENGINEER'S OFFICE SHALL REVIEW THIS MAP FOR TECHNICAL ACCURACY. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE CONTENTS OF THIS MAP. THE CITY ENGINEER'S OFFICE SHALL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF ANY ACTION TAKEN BASED ON THIS MAP.

Resubmitting Plat F.
BRY-MEL HOAS INC
BRYMEL HOAS INC
HOUSTON, TEXAS

DATE: 04/23/21
DRAWN BY: MAM
FIELD DATA BY: JMR
FIELD DATE: 01/01/21
REVIEW BY: MLC
DATE: 01/28/21
SCALE: 1"=200'

REVISIONS	DATE	DESCRIPTION

1 OF 1
REZONING



Line	Direction	Length
L1	S74°22'00"W	4.84

Curve #	Direction	Chord	Radius	Length
C1	S12°31'15"W	52.97	730.00'	52.25



WR.080621.Warnock

Request for rezoning received 8/06/2021 – Agenda 8/17/2021 – 30th Day 9/5/2021

City Request Received From: Warner Robins

Property Location: Tax Parcels 000710 23A000 and 0W72B0 006000 – Located on Carl Vinson and Dunbar Road.

Zone Change: Present Zoning – R1 & R3; Requested Zoning – R3 & C2 - Property was annexed from the County into the City of Warner Robins within the past 12 months and any rezoning request needs to go before the Houston County Board of Commissioners.

Debra Presswood – No comments or concerns listed.

Tom Hall – Comments: The property is already in the City of Warner Robins. This rezoning is being requested within twelve months of the annexation which requires County notification. The requested rezoning is in keeping with the understanding between the developer and County officials.

Concerns: No concerns.

Chief Stoner – Comments: None.

Concerns: None.

Tim Andrews – Comments: No Comments

Concerns: No Concerns

James Moore – Comments: I do not object to the Annexation/Rezoning request

Concerns: None

Public Works:

Robbie Dunbar – No comments or concerns listed.

Terry Dietsch – No comments or concerns listed.

Ronnie Heald – Comments and Concerns:

- Pre-design meeting.
- Need to obtain access permit from County for both Dunbar and Sullivan roads.
- City should require a buffer between residential and commercial.

Van Herrington – No comments or concerns listed.

Brian Jones – Comments and Concerns: Will be County master meter customer.

Allen Mason – No comments or concerns listed.

Travis McLendon – No comments or concerns listed.

Ken Robinson – No comments or concerns listed.

Jeff Smith – No comments or concerns listed.

Sheriff Talton – No comments or concerns listed.

Alan Smith – Comments: None

Concerns: None

Capt. Ricky Harlowe – No response received.

3

The City of Warner Robins has requested the use of County-maintained roadways (Smithville Church Road and Rio Pinar Drive) for a period of two weeks while their contractor makes a utility cut across Tom Chapman Boulevard. All roadway construction is within the Warner Robins city limits.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with the City of Warner Robins request allowing the use of County-maintained roadways for the detour from Tom Chapman Boulevard onto Smithville Church Road and Rio Pinar Drive during construction by a City contractor.



**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: Ken Robinson, Jr., Traffic Engineer

Date: August 9, 2021

CC: Robbie Dunbar, Ronnie Heald *RH*

RE: Detouring of Tom Chapman Blvd by City of Warner Robins

OK 

The City of Warner Robins has requested to utilize county-maintained roadways in order to accommodate the request of a developer to make a utility cut across Tom Chapman Blvd. The roadways to be used for the detour that are county-maintained are Smithville Church Road and Rio Pinar Drive.

The City of Warner Robins has requested a closure time of two weeks for the roadway to remain closed. All roadway construction is within the city limits of Warner Robins.

Your concurrence to allow the City of Warner Robins to accommodate the request of the developer to utilize county-maintained roadways for the detour is appreciated.

Utility Engineer Brian Jones has requested approval to enter into a professional services agreement with Carter & Sloope to provide test well installation and evaluation for the Bear Branch Road Water Treatment Plant Remote Well project. The County has an option to purchase the property at 134 Bear Branch Road pending a satisfactory evaluation of this test well. Total fee for the work is \$113,265.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement with Carter & Sloope, Inc. of Macon, GA in the amount of \$113,265 on the Bear Branch Road Water Treatment Plant Remote Well project. This project is funded by Water Capital Funds.



Houston County Public Works

Office

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

Robbie Dunbar
Director of Operations

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief/EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Brian Jones, PE
Utility Engineer

Terry Dietsch
Solid Waste Superintendent

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, County Engineer *BJ*

Date: Tuesday, August 10, 2021

CC: Jeff Chandler

RE: Bear Branch Water Treatment Plant, Remote Well (505-11.7600 HC #49)
Agreement for Engineering Services

OK
[Signature]

The Water Department requests permission to enter into an agreement with Carter & Sloope to provide test well installation and evaluation for the above referenced project. The site proposed for the remote well is located at 134 Bear Branch Road. The County has an option to purchase the property, pending a satisfactory evaluation. The fee for the work would be **\$113,265.00**.

I appreciate your time and consideration of this request.



Carter & Sloop

CONSULTING ENGINEERS

August 9, 2021

Mr. Robbie Dunbar
Houston County Public Works
2018 Kings Chapel Road
Perry, Georgia 31069

RE: Engineering Services Proposal for
Bear Branch Remote Well Addition – Test Well Services
C&S Project No.: H3500.034

Dear Robbie:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the **Houston County Board of Commissioners** (Client or Owner) for the **Bear Branch Remote Well Addition – Test Well Services**. The scope of services described below is based on our understanding of the project and discussions and meetings with you and County Staff.

Section 1 - Scope of Work (Basic Services)

1. Preliminary Engineering Evaluation for Site Feasibility (Task 1)

The purpose of Task 1 is to evaluate the feasibility of the remote well site and make a recommendation to the Owner whether to proceed with property acquisition and construction of a permanent production well. The site will be evaluated for multiple factors including access, 3 phase 480v power availability, blow-off suitability, and water chemistry.

Water chemistry will be evaluated for Volatile Organic Compounds, Semivolatile Organic Compounds, Pesticides, PCBs, metals, and other general chemistry parameters. In addition, the water chemistry analysis will include radionuclide testing by two independent labs to determine the levels of Gross Alpha, Gross Beta, and combined Radium 226/228. Our scope will evaluate these results and compare them to EPD/EPA regulated maximum contaminant levels for primary and secondary contaminants.

Services under this task also include construction review while the test well is being constructed. These services include review of geophysical logs by the contractor, recommendation of screen placement in the water bearing zones, and review of all pay requests from the contractor and verification of work completed.

Lastly, our scope will include a field run topographical site survey to document general site conditions, drainage suitability for well blow off, and general concept layout of the permanent production well. Drainage suitability applies to both the test well and the permanent production well. A 24-hour pump test is necessary to fully develop the well. During this time, it is critical for blow off water to be directed as necessary to minimize disturbance to surrounding property

owners. A site survey will establish contours and elevations across the property for proper drainage evaluation.

2. Test Well Construction (Task 2)

Task 2 involves the construction of the test well. These services are proposed to be performed by our sub-consultant, Greene's Water Wells, Inc. It is anticipated the test well will be drilled approximately 760 feet deep and be test pumped at approximately 500 gpm. This yield will stress the water bearing zones and provide water chemistry that is indicative of a larger production well. In general, Task 2 includes all materials, equipment, and labor to construct a test well of the size and type and quantity as described in Appendix A.

3. Well Interaction Analysis (Task 3)

The purpose of Task 3 is to perform a hydrogeologic assessment of the potential interaction that could result from the operation of two production wells in the same vicinity as one another (the existing local well at the Bear Branch WTP and the proposed remote well at this site which is located approximately 1400 feet apart). This evaluation will aim to understand the amount of well interference that will occur between the two wells at operational flow rates and determine if such interference is acceptable. In addition, this study will assess if the operation of the two wells will potentially divert water from the existing pond between the two wells. The scope of work for Task 3 is further described below:

- Estimation of transmissivity and storage coefficient of the aquifer
- Analysis of the degree of confinement between the surficial aquifer and the Cretaceous Aquifer System
- Performance of a distance drawdown analysis
- Calculation of the estimated amount of well interference that will occur at the proposed operational pump rates

C&S will prepare a technical memorandum report summarizing all findings for Task 3.

Section 2 – Owner's Responsibilities

The OWNER'S responsibilities to the ENGINEER shall specifically include but not be limited to those items set forth herein.

The OWNER'S responsibilities to the ENGINEER shall be:

1. To provide full information as to the OWNER'S requirements for the PROJECT and to provide copies of all correspondence pertaining to the PROJECT;
2. To make available from the OWNER'S files or resources any data, services, or information necessary to provide continuity and understanding of PROJECT scope; including but not limited to:
 - a. **Owner shall provide a temporary water service tap, as has been customary practice on previous test wells, to the contractor for use to construct the test well.**
 - b. **Owner shall provide a gravel access drive, if needed, on to the site from West Lake Road or Bear Branch Road for the entry/exit of contractor's heavy equipment.**

3. To provide original or copies of original studies, reports, proposals, and other documents necessary to understand the existing infrastructure conditions of the PROJECT;
4. Designate a person to act as the OWNER'S representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances affecting the PROJECT;

Section 3 - Fee Basis

We propose to complete our work for Basic Services described herein on an hourly, not to exceed basis. No fee amount may be exceeded without prior written approval from the Client.

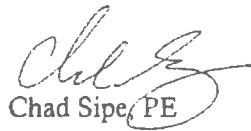
<u>Task No.</u>	<u>Description</u>		<u>Fee Basis</u>
1	Preliminary Engineering Evaluation	Not to Exceed	\$ 9,800.00
2	Construction of Test Well	Per Line Item Bid	\$ 99,465.00
3	Well Interaction Analysis	Not to Exceed	\$ 4,000.00
	Total Fee Basis		\$113,265.00

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees.

Once approved, Carter & Sloope can begin work on this project immediately. After review of the above, please contact me if you have any questions or need additional information. I would welcome the opportunity to further discuss our fee schedule and/or scope of services. If the Scope of Services is acceptable to you, please sign, date, and return one (1) copy to us for our files.

Sincerely,


Chad Sipe, PE

CS:cs

cc: File

Owner Acceptance, Initial as desired:

_____ Basic Services – **Preliminary Engineering Evaluation**, Task 1

_____ Basic Services – **Construction of Test Well**, Task 2

_____ Basic Services – **Well Interaction Analysis**, Task 3

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

5

Public Works has secured all the right-of-way for the paving of the Scott Road Extension except for two parcels (Parcel 16 and Parcel 23). To complete the project, it will be necessary to use the power of eminent domain to secure the necessary right-of-way.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the signing of resolutions for the filing of condemnation by declaration of taking to acquire the necessary right-of-way for the paving of the Scott Road Extension. The properties to be acquired are described in the resolutions, copies of which are attached hereto and by reference made a part hereof.

RESOLUTION AUTHORIZING NECESSARY LEGAL ACTION THROUGH CONDEMNATION BY DECLARATION OF TAKING METHOD TO OBTAIN TITLE TO THE REAL PROPERTY DESCRIBED AND IDENTIFIED HEREIN BELOW, SAID PROPERTY BEING LOCATED IN HOUSTON COUNTY, GEORGIA AND NECESSARY FOR PUBLIC USE IN CONNECTION WITH PUBLIC ROAD PURPOSES.

WHEREAS, the property and interests (“the Property”) sought herein to be acquired for purposes of this Resolution is for public road purposes and is identified as **PARCEL 16** on a set of plans entitled “**SCOTT ROAD EXTENSION PAVING**” prepared by Saunders Engineering Consultants, Inc. and on file at the office of the Houston County Public Works at 2018 Kings Chapel Road, Perry, Georgia. Said set of plans are incorporated herein by reference thereto.

WHEREAS, a condemnation action has become necessary because Houston County, Georgia ("County"), after making every reasonable effort to acquire expeditiously the Property by negotiation, has been unable to acquire the Property by purchase as the Property is encumbered by a judgment lien in excess of the appraised value of the land sought to be acquired for public use and it is desirable to have a judicial ascertainment of the matter making a condemnation action necessary in order for the County to acquire fee simple title and such other interests described for public road purposes;

WHEREAS, due to such necessity, the governing authority of Houston County, Georgia (“Commissioners”) has determined that circumstances are such that it is necessary to proceed with condemnation through the declaration of taking method, as authorized by O.C.G.A. §§ 32-3-1 et seq.; and,

WHEREAS, the Commissioners by this Resolution desire to have a judicial ascertainment of the questions connected with the matter and to proceed with condemnation of the Property through the declaration of taking method, as authorized by O.C.G.A. §§ 32-3-1 et seq.

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

1. That the public necessity for immediately acquiring the fee simple title in the Property described herein below for public road purposes is hereby declared and affirmed; and, the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. §§32-3-1, et seq.; and, use of that method is hereby authorized to acquire and obtain fee simple title in the Property.
2. That the County Attorney, or his designee, shall be and hereby is authorized and the County Attorney, or his designee, shall be and hereby is directed, with respect to the said Property described herein below, to institute condemnation proceedings in the name of the County for the condemnation of the Property, for public road purposes, as provided by the Constitution of the State of Georgia, O.C.G.A. §§ 32-3-1, et seq., and other applicable Georgia law, and to use the declaration of taking method as provided in the above referenced laws.

3. That the Commissioners be and are hereby authorized and directed to sign the attached Declaration of Taking, attached hereto as **Exhibit A**, when prepared in final form in connection with any condemnation of the Property by the County Attorney, or his designee.
4. That the Commissioners be and are hereby authorized and directed to make all necessary and proper payments required to acquire the Property by condemnation as provided by the Constitution of the State of Georgia, O.C.G.A. §§ 32-3-1, et seq., and other applicable Georgia law, as well as, court costs, special master fees, guardian ad litem fees, attorney fees, title searches, appraisals, surveys, specialty reports, title insurance, taxes and closings costs, and all other costs and fees pursuant to this Resolution.
5. That the County Attorney be and hereby is authorized to engage the services of any attorneys, expert witnesses or appraisers as necessary to assist with the condemnation and/or closing of said Property.
6. That the Property sought to be acquired through this Resolution and the declaration of taking method is as shown in the Declaration of Taking, attached hereto as **Exhibit A** and incorporated herein by reference.
7. That the legal description for the Property sought to be acquired is attached hereto **Exhibit B** and incorporated herein by reference.
8. All resolutions and parts thereof in conflict with this resolution are hereby repealed.
9. This resolution is deemed severable, and if any part shall for any reason be determined invalid, such determination shall not invalidate the remainder.

SO RESOLVED this ____ day of _____, 2021.

HOUSTON COUNTY, GEORGIA

By: _____
Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Director of Administration

EXHIBITS

A. Declaration of Taking

B. Legal Description

RESOLUTION AUTHORIZING NECESSARY LEGAL ACTION THROUGH CONDEMNATION BY DECLARATION OF TAKING METHOD TO OBTAIN TITLE TO THE REAL PROPERTY DESCRIBED AND IDENTIFIED HEREIN BELOW, SAID PROPERTY BEING LOCATED IN HOUSTON COUNTY, GEORGIA AND NECESSARY FOR PUBLIC USE IN CONNECTION WITH PUBLIC ROAD PURPOSES.

WHEREAS, the property and interests (“the Property”) sought herein to be acquired for purposes of this Resolution is for public road purposes and is identified as **PARCEL 23** on a set of plans entitled “**SCOTT ROAD EXTENSION PAVING**” prepared by Saunders Engineering Consultants, Inc. and on file at the office of the Houston County Public Works at 2018 Kings Chapel Road, Perry, Georgia. Said set of plans are incorporated herein by reference thereto.

WHEREAS, a condemnation action has become necessary because Houston County, Georgia (“County”), after making every reasonable effort to acquire expeditiously the Property by negotiation, has been unable to acquire the Property by purchase as the Property owner has been non-responsive and it is desirable to have a judicial ascertainment of the matter making a condemnation action necessary in order for the County to acquire fee simple title and such other interests described for public road purposes;

WHEREAS, due to such necessity, the governing authority of Houston County, Georgia (“Commissioners”) has determined that circumstances are such that it is necessary to proceed with condemnation through the declaration of taking method, as authorized by O.C.G.A. §§ 32-3-1 et seq.; and,

WHEREAS, the Commissioners by this Resolution desire to have a judicial ascertainment of the questions connected with the matter and to proceed with condemnation of the Property through the declaration of taking method, as authorized by O.C.G.A. §§ 32-3-1 et seq.

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2. That the County Attorney, or his designee, shall be and hereby is authorized and the County Attorney, or his designee, shall be and hereby is directed, with respect to the said Property described herein below, to institute condemnation proceedings in the name of the County for the condemnation of the Property, for public road purposes, as provided by the Constitution of the State of Georgia, O.C.G.A. §§ 32-3-1, et seq., and other applicable Georgia law, and to use the declaration of taking method as provided in the above referenced laws.

3. That the Commissioners be and are hereby authorized and directed to sign the attached Declaration of Taking, attached hereto as **Exhibit A**, when prepared in final form in connection with any condemnation of the Property by the County Attorney, or his designee.
4. That the Commissioners be and are hereby authorized and directed to make all necessary and proper payments required to acquire the Property by condemnation as provided by the Constitution of the State of Georgia, O.C.G.A. §§ 32-3-1, et seq., and other applicable Georgia law, as well as, court costs, special master fees, guardian ad litem fees, attorney fees, title searches, appraisals, surveys, specialty reports, title insurance, taxes and closings costs, and all other costs and fees pursuant to this Resolution.
5. That the County Attorney be and hereby is authorized to engage the services of any attorneys, expert witnesses or appraisers as necessary to assist with the condemnation and/or closing of said Property.
6. That the Property sought to be acquired through this Resolution and the declaration of taking method is as shown in the Declaration of Taking, attached hereto as **Exhibit A** and incorporated herein by reference.
7. That the legal description for the Property sought to be acquired is attached hereto **Exhibit B** and incorporated herein by reference.
8. All resolutions and parts thereof in conflict with this resolution are hereby repealed.
9. This resolution is deemed severable, and if any part shall for any reason be determined invalid, such determination shall not invalidate the remainder.

SO RESOLVED this ____ day of _____, 2021.

HOUSTON COUNTY, GEORGIA

By: _____
Chairman

Commissioner

Commissioner

Commissioner

Commissioner

Director of Administration

EXHIBITS

A. Declaration of Taking

B. Legal Description

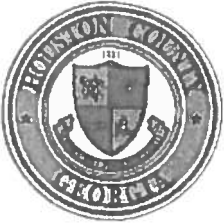
6

Bids were solicited for the Courthouse Chilled Water Plant Upgrade project with four contractors submitting bids. Staff, along with our engineering consultants at NBP Engineers, recommend award to low bidder Air Management Systems in the amount of \$167,093.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Courthouse Chilled Water Plant Upgrade project to Air Management Systems, Inc. of Baxley, GA in the amount of \$167,093. SPLOST 2018 will fund this project.



Houston County Public Works

Memo

ok

To: Houston County Board of Commissioners
 From: Michael Phillips, Facilities Superintendent
 Date: July 28, 2021
 Re: Proposal Recap: Courthouse Chilled Water Plant Upgrade

Office

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

Robbie Dunbar
 Director of Operations

Jordan Kelley
 Office Manager

Michael Phillips
 Facilities Superintendent

Christopher Stoner
 Fire Chief / EMA Director

Ronnie Heald, PLS
 County Engineer

Travis McLendon
 Roads Superintendent

Brian Jones, PE
 Utility Engineer

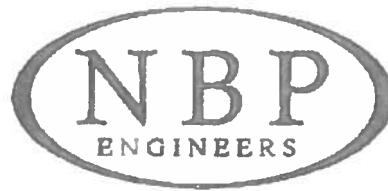
Terry Dietsch
 Solid Waste Superintendent

Please see below a recap of proposals received for the Courthouse Chilled Water Plant Upgrade:

Air Management Systems	\$167,093.00
Presley Inc.	\$179,900.00
JM Clayton	\$192,000.00
Addison Smith	\$227,473.00

These proposals were evaluated by staff and NBP Engineers. Staff and consultant recommend the Board of Commissioners award the contract to Air Management Systems for **\$167,093.00**. Air Management Systems was the low bidder and are a well-qualified firm.

Thank you for your consideration of this request.



TIMOTHY W. FROTTER
SUSAN H. DAY
KEVIN M. SMITH
WILSON H. DENT
DALE R. HEIRING

OVER 50 YEARS OF ENGINEERING EXCELLENCE

GEORGE M. NOTTINGHAM, JR.
ARTHUR D. BROOK
CHARLES E. PENNINGTON
FOUNDERS

W. STEPHEN HOLLOWAY - SR. ASSOCIATE
JOHN D. LAPRATT - ASSOCIATE

V. A. NOTTINGHAM
NEIL S. WYCHE
EMERITUS

July 26, 2021

Houston County Board of Commissioners
2020 Kings Chapel Road
Perry, Georgia 31069
Attn: Mr. Mark Baker

Re: Bid #21-29 Courthouse Chilled Water Plant Upgrade

Subject: Recommendation Regarding Bid Opening

Dear Mr. Baker:

Bids for this project were opened July 15, 2021. Seven contractors submitted their Pre-Bid qualifications and were approved to bid. Four of the approved Contractors submitted bids ranging from \$167,093.00 to \$227,473.00. Air Management Systems was the low bidder at \$167,093.00.

Air Management Systems has performed work on projects designed by NBP Engineers, Inc. and are a well-qualified Firm.

We recommend that the Houston County Board of Commissioners award this contract Air Management Systems at the submitted bid.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Stephen Holloway".

W. Stephen Holloway, P.E.

Public Works has compiled the attached list for submission to the Georgia Department of Transportation for consideration on the LMIG (Local Maintenance and Improvement Grant) funding. If approved by the Board, Public Works will proceed with the application.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the proposed LMIG priority list to be submitted to Georgia D.O.T. The estimated grant funding would total \$822,991.44 and the 30% mandatory match from the County is \$246,897.43. The road names and mileage are as follows:

<u>Road Name</u>	<u>From</u>	<u>To</u>	<u>Length (Miles)</u>
Arlington Place	Cul-de-Sac	Fernwood Drive	0.088
Ashley Court	Hillary Drive	Cul-de-Sac	0.154
Athena Terrace	Smithville Church Road	Cul-de-Sac	0.132
Brookhaven Drive	Foxwood Circle	210 Brookhaven Drive	0.558
Creigh Street	Nichols Street	Joshua Street	0.094
Fleming Drive	Sandy Run Road	Michael Street	0.300
Franklin Street	Conley Drive	Lake Placid Drive	0.168
Hillary Drive	GA Hwy. 127	Ashley Drive	0.122
Jill Crest Drive	Kings Crest Boulevard	Cul-de-Sac	0.204
Kings Crest Blvd.	Jennifer Lane	200 Kings Crest Blvd.	0.204
Lake Joy Road	Cohen Walker Drive	Sandefur Road	1.206
Martingale Court	Bridlewood Trail	Cul-de-Sac	0.045
McConnell Drive	Foxhall Blvd.	Dead End	0.140
Michael Street	Stanley Street	Cul-de-Sac	0.347
Nelson Drive	Watson Blvd.	Corder Road	0.905
Providence Lane	WR City Limit	WR City Limit	0.094
Red Maple Trail	Harner Road	Dovetree Lane	0.209
Sabre Drive	Cottonfield Court	Cul-de-Sac	0.631
Sasser Drive	GA Hwy. 96	Dead End	0.226
Springhill Drive	Corder Road	Nelson Road	0.301
Taylor Street	Gilchrist Drive	Alexander Drive	0.204
Timberlea Drive	Sandy Run Road	Colonial Oaks Drive	0.310
Wessex Drive	Azalea Drive	Davidson Road	0.667
Woodfern Drive	Pheasant Ridge Drive	Prestige Drive	0.139
		Total	7.448



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

OK
[Signature]

To: Houston County Board of Commissioners
From: Ronnie Heald, County Engineer *RJK*
Date: August 5, 2021
CC: Travis McLendon, Road & Bridges Superintendent
Ken Robinson, Traffic Engineer
RE: 2022 LMIG

Please find attached the proposed roads for the 2022 LMIG List. Upon approval by the Board of Commissioners, the list will be sent to the Georgia Department of Transportation for review. The estimated costs to perform the work will meet or exceed the minimum requirement of 30% matching funds by Houston County. Grant allocation and match requirements are shown below:

GDOT 2021 LMIG Allocation for Unincorporated Houston County	\$822,991.44
Minimum Mandatory Match (30%)	\$246,897.43

If approved by the Board of Commissioners, we will make application to GDOT for grant funding. If application is approved by GDOT, Houston County Public Works will administer projects.

Also find attached, the list of "2022 LMIG Candidate Routes" .

Thank you for your consideration of this request.

2022 LMIG Project Report

Houston County

<i>Road Name</i>	<i>Beginning</i>	<i>Ending</i>	<i>Length (Miles)</i>	<i>Description of Work</i>	<i>Project Cost</i>	<i>Project Let Date</i>
ARLINGTON PL	CUL-DE-SAC	FERNWOOD DR	0.088	Resurfacing	\$13,236.33	April 2022
ASHLEY CT	HILLARY DR	CUL-DE-SAC	0.154	Resurfacing	\$21,153.75	April 2022
ATHENA TERR	SMITHVILLE CH RD	CUL-DE-SAC	0.132	Resurfacing	\$20,643.35	April 2022
BROOKHAVEN DR	FOXWOOD CIR	210 BROOKHAVEN DR	0.558	Resurfacing	\$58,351.75	April 2022
CREIGH ST	NICHOLS ST	JOSHUA ST	0.094	Resurfacing	\$10,316.65	April 2022
FLEMING DR	SANDY RUN RD	MICHAEL ST	0.300	Resurfacing	\$37,735.65	April 2022
FRANKLIN ST	CONLEY DR	LAKE PLACID DR	0.168	Resurfacing	\$8,800.05	April 2022
HILLARY DR	GA HWY 127	ASHLEY DR	0.122	Resurfacing	\$14,525.00	April 2022
JILL CREST DR	KINGS CREST BLVD	CUL-DE-SAC	0.204	Resurfacing	\$32,875.00	April 2022
KINGS CREST BLVD	JENNIFER LN	200 KINGS CREST BLVD	0.204	Resurfacing	\$36,640.00	April 2022

LAKE JOY ROAD	COHEN WALKER DR	SANDEFUR RD	1.206	Resurfacing	\$416,309.65	April 2022
MARTINGALE CT	BRIDLEWOOD TRL	CUL-DE-SAC	0.045	Resurfacing	\$8,877.45	April 2022
McCONNELL DR	FOXHALL BLVD	DEAD END	0.140	Resurfacing	\$14,685.00	April 2022
MICHAEL ST	STANLEY ST	CUL-DE-SAC	0.347	Resurfacing	\$42,053.25	April 2022
NELSON DR	WATSON BLVD	CORDER RD	0.905	Resurfacing	\$48,997.50	April 2022
PROVIDENCE LN	WR CITY LIMIT	WR CITY LIMIT	0.094	Resurfacing	\$10,790.00	April 2022
RED MAPLE TRL	HARNER RD	DOVETREE LN	0.209	Resurfacing	\$21,572.15	April 2022
SABRE DR	COTTONFIELD CT	CUL-DE-SAC	0.631	Resurfacing	\$64,597.60	April 2022
SASSER DR	GA HWY 96	DEAD END	0.226	Resurfacing	\$24,677.50	April 2022
SPRINGHILL DR	CORDER RD	NELSON RD	0.301	Resurfacing	\$33,089.50	April 2022
TAYLOR ST	GILCHRIST DR	ALEXANDER DR	0.204	Resurfacing	\$30,015.50	April 2022
TIMBERLEA DR	SANDY RUN RD	COLONIAL OAKS DR	0.310	Resurfacing	\$33,792.50	April 2022
WESSEX DR	AZALEA DR	DAVIDSON RD	0.667	Resurfacing	\$72,756.00	April 2022

<i>WOODFERN DR</i>	<i>PHEASANT RIDGE DR</i>	<i>PRESTIGE DR</i>	<i>0.139</i>	<i>Resurfacing</i>	<i>\$17,625.00</i>	<i>April 2022</i>
<i>TOTAL</i>			<i>7.448</i>		<i>\$1,094,116.13</i>	

2022 LMIG GRANT AMOUNT (70%): \$822,991.44

MANDATORY LOCAL MATCH (30%): \$246,897.43

TOTAL REQUIRED EXPENDITURES: \$1,069,888.87

This contract between the Department of Corrections and the County is for seven inmate work details from the McEver Probation Detention Center to be administered by the Public Works. The contract has been reviewed by staff and the County Attorney. One detail is provided at no cost and the cost for each of the other six details is \$49,318 each.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing a contract with the Georgia Department of Corrections to provide the County with seven inmate work details from the McEver Probation Detention Center at a total cost of \$295,908. The contract is effective for the fiscal year expiring on June 30, 2022.



Houston County Public Works

Office

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

Robbie Dunbar
Director of Operations

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief / EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Brian Jones, PE
Utility Engineer

Terry Dietsch
Solid Waste Superintendent

Memo

To: Houston County Board of Commissioners
From: Robbie Dunbar, Director of Operations
Date: August 11, 2021
Re: Work Detail Agreement for FY 22

Staff would like for the Board of Commissioners to consider the attached agreement to continue our partnership with the **Georgia Department of Corrections** for 7 work details. The cost for the 7 details will not exceed **\$295,908**.

Thank you for your consideration of this request.

Attachments: Work Detail Agreement

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HOUSTON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is entered into this 1st day of July, 2021, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its McEver's Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2021 through 11:59 p.m. on June 30, 2022("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
- 6.
7. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: Houston County Board of Commissioners
Attn: Robbie Dunbar
2018 Kings Chapel Rd.
Perry, GA 31069
rdunbar@houstoncountyga.org

If to Department: Jennifer Ammons
General Counsel
Georgia Department of Corrections
State Office South, Gibson Hall, 3rd Floor
P.O. Box 1529
Forsyth, GA 31029

With a copy to: McEver's Probation Detention Center
Attn: Cassandra Askew
P.O. Box 1430
2100 Kings Chapel Road Perry, GA 31069
Cassandra.askew@gdc.ga.gov

8. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
9. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
10. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to

the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

11. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____
Print Name: Tommy Stalnaker

Title: Chairman

Date: _____

Date: August 17, 2021

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with seven (7) Offender work details. One detail being provided shall be at no cost to the Governmental Entity. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.

- B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work.. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary

protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Two Hundred Ninety-Five Thousand Nine Hundred and Eight Dollars (\$295,908.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

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Summary of bills by fund:

• General Fund (100)	\$1,008,029.44
• Emergency 911 Telephone Fund (215)	\$ 2,156.46
• Fire District Fund (270)	\$ 13,830.64
• 2006 SPLOST Fund (320)	\$ 1,249.78
• 2012 SPLOST Fund (320)	\$ 231,436.04
• 2018 SPLOST Fund (320)	\$ 648,308.28
• Water Fund (505)	\$ 176,110.39
• Solid Waste Fund (540)	<u>\$ 207,940.00</u>
Total for all Funds	\$2,289,061.03

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$2,289,061.03