



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

August 20, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
August 20, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner Thomson

Pledge of Allegiance – 1st Lt. Michael Hollis, USAF

Approval of Minutes from August 6, 2019

New Business:

1. Second Reading & Public Hearing on Stormwater Local Design Manual & Water Resource Ordinance – County Attorney Hall / Commissioner Robinson
2. Rural Fire Defense Cooperative Lease Agreement & MOU – Commissioner Walker
3. Personal Property Audits Agreement (Traylor Business Services) - Commissioner Thomson
4. Approval of Bid (HCSO Warrants & Investigations / SUVs) – Commissioner McMichael
5. Approval of Bid (Detention Center & Extension Office / Vans) – Commissioner McMichael
6. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

Motion for Adjournment

1

A second reading of amendments to Sections 2.2.2.; 2.3.; and 3.3. of the Houston County Local Design Manual and amendments to Section 4.d.1. of the Houston County Water Resource Protection Ordinance.

The Houston County Local Design Manual and the Houston County Water Resource Protection Ordinance were both adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121. The amendments are being made to comply with new EPD requirements.

The first reading of the proposed amendments to the Houston County Local Design Manual and the Houston County Water Resource Protection Ordinance was held at the August 6, 2019 Houston County Board of Commissioners meeting.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

amendments to Sections 2.2.2.; 2.3.; and 3.3. of the Houston County Local Design Manual and amendments to Section 4.d.1. of the Houston County Water Resource Protection Ordinance. The Houston County Local Design Manual and the Houston County Water Resource Protection Ordinance were both adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121. The amendments are outlined on the Amendment to Code of Ordinances Houston County, Georgia attached to this motion.

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

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

That the Stormwater Local Design Manual for Houston County, Georgia Section 2.2.2. Culvert and Pipe Systems adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121 is amended by including the statement “*All storm water structure and piping should be designed to provide adequate hydraulic flow capacity without any surcharging for the applicable design storm event.*” which shall read as follows:

2.2.2. Culverts & Pipe Systems

All storm water structure and piping should be designed to provide adequate hydraulic flow capacity without any surcharging for the applicable design storm event.

Roadway Classification / Use	Design Storm
Arterial / Emergency Evacuation Roadway	100-Year
Collector Roads	50-Year
Neighborhood Roads	25-Year
Roads with No Other Outlet	100-Year
Parking Lots / Material Storage Areas / Landscape Areas	10-Year

Culverts with contributing drainage areas greater than 10 acres shall be designed to the 24-hour storm. For example, if a cross drain is to be designed to convey stormwater runoff from a 20- acre drainage basin under a neighborhood road, then the design storm shall be a 25-year 24-hour storm.

If a culvert is designed to connect to an existing system of a differing design level of service, then the system with the greater design requirement will be used to size the proposed system.

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

That the Stormwater Local Design Manual for Houston County, Georgia Section 2.3. Water Quality Treatment adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121 is amended by being retitled to “*Section 2.3 Runoff Reduction/Water Quality Treatment*” and all information shall be replaced. The new Section 2.3. shall read as follows:

2.3. Runoff Reduction/Water Quality Treatment

2.3.1. Runoff Reduction/ Water Quality in New Development

Until December 6, 2020, all stormwater runoff must be addressed using either Option (a) or (b) below:

(a) The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable. The determination that it is infeasible to apply the stormwater runoff reduction standard, on part or all of a project, must be documented with the site plan review documents. If the first 1.0 inch of rainfall can be retained onsite using runoff reduction methods, then additional water quality treatment is not required. If the 1.0 inch cannot be retained onsite, the remaining runoff from a 1.2 inch rainfall event must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the this manual and the GSMM.

(b) All stormwater runoff generated from a site shall be adequately treated before discharge. Stormwater management systems must be designed to remove 80% of the average annual post-development total suspended solids (TSS) load and be able to meet any other additional watershed or site-specific water quality requirements. It is presumed that a stormwater management system complies with this performance standard if:

- It is sized to capture and treat the prescribed water quality treatment volume, which is defined as the runoff volume resulting from the first 1.2 inches of rainfall from a site.
- Appropriate structural controls are selected, designed, constructed, and maintained according to the specific criteria in this manual and the GSMM.

Additional, water quality requirements may be specified for hotspot land uses and activities.

All stormwater runoff must be addressed using Option (a) after December 6, 2020.

2.3.2. Runoff Reduction/ Water Quality in Re-Development

Until December 6, 2020, all stormwater runoff must be addressed using either Option (a) or (b) below:

(a) The stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site, to the maximum extent practicable. The determination that it is infeasible to apply the stormwater runoff reduction standard, on part or all of a project, must be documented with the site plan review documents. If the first 1.0 inch of rainfall can be retained onsite using runoff reduction methods, then additional water quality treatment is not required. If the 1.0 inch cannot be retained onsite, the remaining runoff from a 1.2 inch rainfall event must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the this manual and the GSMM.

(b) All stormwater runoff generated from a site shall be adequately treated before discharge. Stormwater management systems must be designed to remove 80% of the average annual post-development total suspended solids (TSS) load and be able to meet any other additional watershed or site-specific water quality requirements. It is presumed that a stormwater management system complies with this performance standard if:

- It is sized to capture and treat the prescribed water quality treatment volume, which is defined as the runoff volume resulting from the first 1.2 inches of rainfall from a site.
- Appropriate structural controls are selected, designed, constructed, and maintained according to the specific criteria in this manual and the GSMM.

Additional, water quality requirements may be specified for hotspot land uses and activities.

All stormwater runoff must be addressed using Option (a) after December 6, 2020.

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

That the Stormwater Local Design Manual for Houston County, Georgia Section 3.3. Water Quality Best Management Practices adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121 is amended by being retitled to “*Section 3.3. Runoff Reduction/Water Quality Best Management Practices*” and all information shall be replaced. The new Section 3.3. shall read as follows:

3.3. Runoff Reduction/Water Quality Best Management Practices

3.3.1. Runoff Reduction Structural Stormwater Controls

The structural stormwater controls identified in Chapter 4 of the GSMM (Volume 2) shall be acceptable to meet the runoff reduction requirements for the contributing drainage areas. For design, construction and maintenance specifications for each control, the reader is directed to Chapter 4 of the GSMM (Volume 2).

Due to high groundwater pollution susceptibility in Houston County, all stormwater infiltration practices or “infiltration basins” that directly inject water into groundwater recharge areas are prohibited. These practices are not acceptable runoff reduction BMP’s.

3.3.2. Water Quality Structural Stormwater Controls

The structural stormwater controls identified in Chapter 4 of the GSMM (Volume 2) shall be acceptable to meet the water quality requirements for the contributing drainage areas. For design, construction and maintenance specifications for each control, the reader is directed to Chapter 4 of the GSMM (Volume 2).

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

That the Water Resource Protection Ordinance for Houston County, Georgia, Article IV – Post Construction Stormwater Runoff; Section 4.d.1 adopted in the Code of Ordinances of Houston County at Chapter 30 Article VI, Section 30-121 is amended by replacing the current language in Section 4.d.1 “sized to capture the prescribed water quality volume (WQv);” with “*sized to capture the runoff reduction/water quality volume (RRv/WQv);*” and shall read as follows:

Section 4. General Performance Criteria for Stormwater Management

d. For new development, stormwater treatment practices shall be designed to remove pollutants to levels prescribed in the current LDM. It is presumed that a BMP complies with this performance standard if it is:

- 1. sized to capture the runoff reduction/water quality volume (RRv/WQv);
- 2. designed according to the specific performance criteria outlined in the LDM;
- 3. constructed properly; and 4. maintained regularly.

SO APPROVED, this _____ day of _____, 2019.

**BOARD OF COMMISSIONERS
OF HOUSTON COUNTY**

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original ordinance duly adopted by the Board of Commissioners of Houston County on the ____ day of _____, 2019.

In witness whereof, I hereunto set my hand and affix the seal of the County, this ____ day of _____, 2019.

Barry Holland,
Director of Administration

[Affix Seal]

This Rural Fire Defense Cooperative Lease Agreement and Memorandum of Understanding is necessary for each Fire Department that has been loaned equipment from the Georgia Forestry Commission.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Rural Fire Defense (RFD) Agreement and Memorandum of Understanding (MOU) to include the addendum showing the Georgia Forestry Commission (GFC) equipment that covers the County and any and all vehicles, equipment and/or other apparatus GFC provides to the Houston County Fire Department.

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this 20th day of August, 2019, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Houston County Commissioners, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Houston County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and

WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
- b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia.
- c) To make said equipment available for inspection by the COMMISSION at any time.
- d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement from the COOPERATOR for any federal or state excess property that is not returned for proper disposal.
- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

Operational Procedures

1. Dispatching:

- a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
- b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.

2. Communications:

Upon arrival at the scene:

- a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
- b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
- c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
- d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.

3. Mutual Assistance:

- a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
- b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
- c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
- d) Only the COMMISSION can authorize the use of backfires.
- e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.

4. Training:

- a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
- b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped

with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

Georgia Forestry Commission

Houston County Fire Department

Signature: State Forester/Director

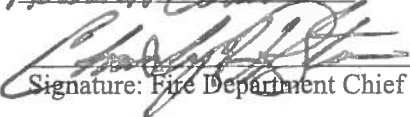
Signature: Government Entity/Title
(Person legally authorized to enter into agreement for COOPERATOR)

Date: _____

Date: _____

Georgia Forestry Commission


Signature: Chief Forest Ranger

Houston County Fire Department

Signature: Fire Department Chief

Date: 8/1/2019

Date: 8-10-2019

See next page(s) for ADDENDUM to this Agreement

ADDENDUM

**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
Houston County FIRE DEPARTMENT**

GEORGIA FORESTRY COMMISSION		
AREA COVERED	The County of <u>Houston</u> ; primarily all lands within the county, private and public, county and state owned and federal lands not under specific agreement. COMMISSION resources assigned to a county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.	
RESOURCES:	Equipment: (List # Tractor/Plow Suppression Units, Type 6 Engine(s), Type 7 Engines(s), Other Suppression Equipment (not radio call signs). Provide Make, Model, Year and GFC#)	Wildland Fire Suppression Positions: (List by title; (example: Chief Ranger, # of Ranger 1, Supplemental FF, Forester who are available for fire suppression activities this county))
	1 Ford F-250 Type 7 Engine and 1 Ford 550 Type 6 Engine	1 - Chief Ranger
	3 John Deere Crawlers with v-blade and wheel plow	2 - Ranger 2
	1 crawler HD 550J with straight blade and lift plow	1- Ranger 1
	3 transports with lowboy trailers	
	1 straight transport with dove tail bed	

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

FIRE DEPARTMENT/COOPERATOR			
AREA COVERED	Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area.		
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc.... <u>owned and/or loaned by the GFC to the Fire Department</u> . Includes State and Federal Excess Property that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.	Personnel: (Total number of fire department personnel, does not require personnel names)	
Description	GFC Property #	AG # (if Federal Property)	
			# of Paid Personnel:
			# of Volunteer Personnel:
			# of Wildland Fire Qualified Personnel (both paid and volunteer):

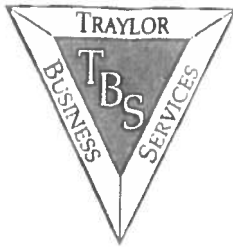
Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

This contract between Houston County and Traylor Business Services, Inc. (TBS) provides personal property verification reviews of business taxpayers only when requested by the Chief Tax Appraiser. The County will pay a set fee amount pursuant to the fee schedule outlined in the contract.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an agreement (#1036) with Traylor Business Services, Inc. (TBS) for personal property audits in FY2020. Audits will only be performed when requested specifically by the Chief Tax Appraiser.



TRAYLOR BUSINESS SERVICES INC.

BUSINESS PERSONAL PROPERTY VERIFICATION PROGRAM

TBS CONTRACT #1036...BETWEEN

HOUSTON COUNTY BOARD OF ASSESSORS

(Hereafter called "**the Board**"), and **Traylor Business Services Inc.**,

(Hereafter called "**TBS**"), having its principal office located in Kennesaw, Georgia.

PROCESS OF THE VERIFICATION PROGRAM

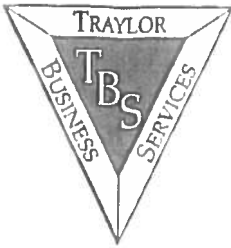
The purpose of this program is to assure that equal treatment is provided to all taxpayers by establishing a verification program in which all accounts are examined. TBS is to assist the Board by providing consultation in organizing this program and by performing personal property verification reviews of Houston County's business taxpayers. Verification reviews will be executed in compliance with all principles set forth by the Board, and as detailed in the TBS Personal Property Audit Services Proposal prepared especially for Houston County. The Proposal is incorporated herein by reference and made a part of the contract, except for any sample dates, account numbers or estimated costs. The Board will make all decisions relating to the accounts selected for review and to any final assessments. The Board will furnish to TBS the personal property records of all accounts to be reviewed. TBS and the Board will meet as needed to address any concerns which arise and to discuss the status of the program. TBS will provide monthly reports showing the progress of each account assigned for review. TBS shall supply the Board the needed expertise in dealing with any appeals which may occur from any discovery in Houston County. If any questions or inconsistencies occur, as seen by the Board, TBS agrees to reexamine the results of this account at no additional cost. TBS agrees to provide its services in accordance with Generally Accepted Accounting Principles (GAAP) as a guideline, and follow the methodologies taught by the Georgia Department of Revenue.

ADDITIONAL BENEFITS OF PROGRAM

The Houston County Appraisal staff and Board of Assessors shall have each TBS employee working on this program available for any questions and services needed, and, shall have the right of denying their participation in this program for Houston County for any reason. TBS provides on the job training to any employee of Houston County, which includes all aspects of the verification program. The Board is liable for any expenses that these employees incur. TBS will pay all expenses incurred by its employees for travel relating to this verification program. TBS will also defend all of our audit findings before the taxpayer, taxpayer's agent, Board of Assessors, Board of Equalization, Arbitration or the Superior Court, if necessary, at no additional charge to the county.

ADMINISTRATION PERIOD OF CONTRACT

The original period of this Contract shall begin June 26, 2019 and shall run for a twelve month period from said date. This agreement, if neither party is in default hereunder, will automatically renew itself for successive periods of one year each unless either of the parties furnishes to the other written notice to the contrary. The Board agrees to pay TBS during their fiscal year, or contract period if contract is not renewed, for accounts assigned. Accounts already assigned to TBS cannot be put on hold to be paid by the Board in a later fiscal year. If the Board cannot fulfill its obligation for payment to complete the accounts during the fiscal year for which the accounts were assigned, the Board is to notify TBS immediately and those accounts are to be pulled and billed for the amount of work already completed by TBS. TBS and the Board may terminate this Contract at any time by giving a thirty day notice to the other party. Notices given by either party to the other, shall be made in writing and sent by First Class, U.S. Mail, postage prepaid. If this Contract is terminated before all reviews are complete, TBS will complete the review of all accounts assigned (copied and in their possession) by the Board for review before termination and the Board agrees to pay TBS for those reviews. If for any reason the Board desires to pull (cancel or void) any accounts originally assigned, the fees for these accounts will be reduced as follows: Account file data entered and set up in TBS database is reduced to 35% of original fee; Review information letter prepared and/or mailed out is reduced to 65% of original fee; and Appointment made and/or appointment letter mailed out is reduced to 85% of original fee. Work performed after the appointment is made will be billed at 100% of original fees.



FEEES FOR VERIFICATION PROGRAM

The Board agrees to pay TBS a set amount per review for all accounts assigned by the Board for review, based upon the actual Fair Market Value (FMV) of the business personal property account for the 2018 tax year. The account will be sized before any exemptions are taken, including Freeport and Payroll Development Authority Agreements. The fees per size of account are listed below:

Account Class	FMV Size	Fees Per Review
1	UNDER \$ 50,000	\$ 325
2	\$ 50,000 - \$ 250,000	\$ 475
3	\$ 250,001 - \$ 1,000,000	\$ 850
4	\$ 1,000,001 - \$ 5,000,000	\$ 1,850
5	\$ 5,000,001 - \$ 50,000,000	\$ 4,150
6	OVER \$ 50,000,000	\$ 5,500

The amounts charged per review are all-inclusive of TBS's expenses in performing its responsibilities under this Contract. TBS shall bill the Board on a monthly basis for completed reviews only. The Board shall pay TBS the total amount due within sixty (60) days of the billing date. A 2% discount will be given if bill is paid within 30 days of invoice date, and a 5% discount will be given if bill is paid within 10 days of invoice date. For any bill not paid within 60 days, 10% interest will accrue annually along with a late fee of \$25 per month for the outstanding amount owed.

ACCOUNTS AND LETTER PREPARATION

Copies of the needed records from the accounts to be reviewed shall be furnished by the Board. The Board will also furnish stationary and postage required for correspondence and notices to be sent to taxpayers of Houston County, and shall approve and sign all such correspondence. TBS shall review three prior tax years and obtain the current years information if applicable for each account assigned by the Board.

EMPLOYMENT LAWS

TBS shall adhere to all employment laws, federal and state, including the Fair Labor Standard Act and Title VII of the Civil Rights Act of 1964 as amended, and shall hold the Board and Houston County harmless from any actions that could result from violating those statutes.

TAXPAYER CONFIDENTIALITY

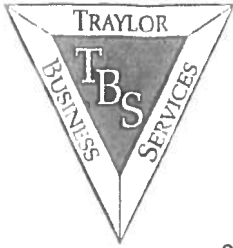
As written in the Georgia Code, O.C.G.A. Section 48-5-314 requires confidentiality of taxpayer records. TBS shall adhere to these same statutes and hold the Board and Houston County innocent from any actions that could result from breaking this statute. TBS shall not entertain interviews or answer questions concerning any variances which may be found during the verification review in Houston County without prior approval.

EXCLUSIVE RIGHTS

The Board shall have all exclusive rights to the actual verification reports of all accounts reviewed. TBS shall have all exclusive rights to the Business Personal Property Verification Program. The Board shall not sell, lease, or permit access to this program to any other person, company, or taxing jurisdiction, except for employees of Houston County.

EFFECTS OF SEVERABILITY

This Contract is approved in the general terms allowed in Georgia's Revenue and Taxation Statutes O.C.G.A. Sections 48-5-298. Should a court of law determine any section of this Contract illegal, the Board and TBS shall arbitrate new terms for said illegal section. All other sections shall remain enforceable, so that the full intention and results of this Verification Program may be fulfilled.



The Boards and TBS acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions. This Contract will be governed by the laws of the State of Georgia. Signed and entered into by the parties hereto:

Approved: **TRAYLOR BUSINESS SERVICES INC.**

Authorized Signature: Bryan E Traylor

Name: Bryan E. Traylor

Title: President

Date: 5-23-19

Approved: **HOUSTON COUNTY BOARD OF ASSESSORS**

Authorized Signature: [Signature] 

Name: William Fowler

Title: Chairman

Date: 8-13-2019

Approved: **HOUSTON COUNTY BOARD OF COMMISSIONERS**

Authorized Signature: _____ 

Name: Tommy Stalnaker

Title: Chairman

Date: _____

The Purchasing Department solicited bids for three new SUVs for use in the Sheriff's Investigations Division and at the Detention Center. Five dealers responded and staff recommends award to low bidder Brannen Ford of Perry.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of three new 2020 Ford Explorer SUVs from Brannen Ford of Perry for a unit cost of \$27,265.70 and a total cost of \$82,397.10. One vehicle is for the Investigations Division and will be funded by the 2018 SPLOST (320-3300-54.2200) and the other two vehicles are for the Detention Center to be reimbursed by Inmate Funds (100-3326-54.2200).



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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

MARK E. BAKER
PURCHASING AGENT

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: August 15, 2019
SUBJECT: Purchase of Three (3) 2020 Ford Explorers
(Bid # 20-05)

The Purchasing Department solicited prices for Three (3) new SUVs in August 2019. These vehicles will be used by the Houston County Sheriff's Office Detention Center and Investigations Division.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the vehicles from Brannen Ford of Perry at price of \$27,465.70 each for a total cost of \$82,397.10. Two (2) of the vehicles are for the Detention Center and will be reimbursed by Inmate Funds (100-3326-54.2200). The other One (1) is for Investigations and will be charged to 2018 SPLOST account 320-3300-54.2200.

Brannen Ford of Perry	8/9/19	3:05pm	\$27,465.70
Wade Ford	8/12/19	11:25am	\$27,570.00
Hamby Automotive	8/13/19	11:00am	\$27,772.00
Jeff Smith Ford	8/12/19	2:40pm	\$28,799.00
Brannen Ford of Unadilla	7/31/19	1:25pm	\$32,250.00

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The Purchasing Department solicited bids for two new vans for use in the Detention Center and at the Extension Office. Six dealers responded and although Langdale Chevrolet is the low bidder Hamby Automotive of Perry is within the County's three percent vendor preference policy. Staff recommends award of these two vans to Hamby Automotive.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of two new 2020 Chevrolet Express 3500 Extended Passenger Vans to Hamby Automotive of Perry at a unit cost of \$29,746.83 and a total cost of \$59,493.66. One van is for the Detention Center and will be reimbursed by inmate funds (100-3326-54.2200) and the other van is for the Extension Office and will be funded by the 2018 SPLOST (320-7130-54.2200).



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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

MARK E. BAKER
PURCHASING AGENT

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: August 15, 2019
SUBJECT: Purchase of Two (2) 2020 Chevrolet Express 3500 Extended Passenger Vans (Bid # 20-03)

The Purchasing Department solicited prices for Two (2) new Passenger Vans in August 2019. These vehicles will be used by the Houston County Sheriff's Office Detention Center and the Extension Office.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the vehicles from Hamby Automotive at a price of \$29,746.83 each for a total cost of \$59,493.66. The cost of One (1) of the vehicles will be reimbursed by the Inmate Fund for the Detention Center (100-3326-54.2200). The One (1) for the Extension Office will be charged to 2018 SPLOST account 320-7130-54.2200.

Langdale Chevrolet	7/25/19	10:15am	\$28,900.00
Hamby Automotive *LOCAL 3%*	8/13/19	11:00am	\$29,746.83
Langdale Chevrolet	8/9/19	11:30am	\$30,400.00
Brannen Ford of Unadilla (in stock)	8/9/19	3:05pm	\$32,816.00
Brannen Ford of Perry (in stock)	8/9/19	2:40pm	\$35,283.00
Jeff Smith Ford	8/12/19	2:40pm	\$35,600.00
Brannen Ford of Perry	8/9/19	11:30am	\$38,683.40

Summary of bills by fund:

• General Fund (100)	\$ 792,115.45
• Emergency 911 Telephone Fund (215)	\$ 59,833.20
• Fire District Fund (270)	\$ 30,761.43
• 2006 SPLOST Fund (320)	\$ 6,682.69
• 2012 SPLOST Fund (320)	\$ 56,590.59
• 2018 SPLOST Fund (320)	\$ 30,901.80
• Water Fund (505)	\$ 226,148.96
• Solid Waste Fund (540)	<u>\$ 161,732.89</u>
Total for all Funds	\$1,364,767.01

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,364,767.01