



Houston County Board of Commissioners Meeting

Perry, Georgia

September 7, 2021

9:00 A.M.

HOUSTON COUNTY COMMISSIONERS MEETING

**Perry, Georgia
September 7, 2021
9:00 A.M.**

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Byrd

Pledge of Allegiance – Col. Bryan Mayer, USAF

State Court Expansion Project Update

Jim Mehserle, JMA Architecture
Kenna Scragg, ICB Construction Group

Approval of Minutes from August 17, 2021

Old Business:

1. Public Hearing on Special Exception Application #2527 – Commissioner Walker

New Business:

2. Public Hearing on Special Exception Applications #2531 thru #2533, #2535 thru #2537, and #2539 thru #2544 – Commissioner Walker
3. Public Hearing on Re-Zoning Application #2530 (James Farr) – Commissioner Walker
4. Amendment to FY22 Position Control – Commissioner Walker
5. Service Agreement Amendments (State Court Clerk / E-File & Search) – Commissioner Walker
6. Public Hearing on Abandonment of ROW Request (Cal-Mar Homes) – Commissioner Perdue
7. City of Perry Annexation Requests (2315 Marshallville Road) – Commissioner Perdue
8. De-Annexation Request (Second Baptist Church) – Commissioner Perdue
9. Norfolk Southern Railway Crossing Closure Request (Mt. Vernon Lane) – Commissioner Perdue
10. Temporary Road Closure & Detour Request (Glen Oaks Drive) – Commissioner Perdue
11. Traffic Signal Replacement (N. Houston Road & Dunbar Road) – Commissioner Byrd
12. Professional Services Agreement (St. Patrick's Drive Improvement Project) – Commissioner Byrd
13. Contract Award (Data Cloud Solutions / Mobile Assessor) – Commissioner Byrd
14. Contract Award (Courthouse Access Control Upgrade) – Commissioner Byrd
15. Bid Award (Excavator / Landfill) – Commissioner Byrd
16. Bid Award (Annex/State Court Sidewalk Modifications) – Commissioner Robinson
17. Board Appointments – Commissioner Robinson
18. Declaration of Surplus Items and Approval of Auction Date – Commissioner Robinson
19. Approval of Bills - Commissioner Robinson

Public Comments

Commissioner Comments

20. Executive Session for Property Acquisition Matters per O.C.G.A. § 50-14-3(b)(1) and Attorney-Client Matters per O.C.G.A. § 50-14-2(1)

Motion for Adjournment

Special Exception Summary

Application	Applicant	Location	Proposed Use	Z & A Recommendation/Comments
2527	Tia Pike	100 Waterfront Way	Animal Rescue	Withdrawn
2531	Joseph Daigle	201 Candler Drive	Window Tinting	Denied unanimously, due to non-compliance with Section 95.4.2 of Comprehensive Land Development Regulations
2532	John & Eyndia Henderson	103 Leconte South	Firearms Instruction	Approved unanimously
2533	Kelvin & Shelia Minor	2808 Hwy. 41 S	Lawn Care	Approved unanimously, with the condition to allow the use of a 8 ft. x 5 ft. utility trailer and a 6 ft. x 12 ft. enclosed trailer for the business
2535	Leonardo Rodriguez	1236 Hwy. 96	Painting & Remodeling	Approved unanimously
2536	Richard Mayhew	607 Kovac Road	Animal Boarding/Training	Approved unanimously
2537	Fathma Carlisle	160 Holly Pointe	Virtual Administrative Svc. and Management Cons.	Approved unanimously
2539	Darra McClendon	102 Welsh Court	Organizing Consultant	Approved unanimously
2540	Jamie Moates	133 Eastwick Drive	Permanent Makeup	Tabled unanimously, in order for applicant to be present at the hearing
2541	Marquis & Sabrina Carvin	321 Cliff Howard Drive	Carpet Cleaning	Approved unanimously
2542	LaKisha & Nia Harris	202 Sabelko Court	Stationary & Crafts (Internet Sales)	Approved unanimously
2543	Glenda Floyd	701 Warwick Court	Yard Display	Approved unanimously, subject to compliance with the Houston County sign ordinance
2544	Gary Williamson	106 Deborah Drive	Construction	Approved unanimously, with the condition to allow the use of a 6 ft. x 16 ft. enclosed trailer and a 6 ft. x 14 ft. dump trailer for the business and subject to no storage of materials on the property

At the August 3, 2021 meeting the Board tabled the following application and sent it back to Zoning & Appeals for reconsideration:

Application #2527 Tia Pike Animal Rescue Business

During the August 23rd Zoning & Appeals hearing Ms. Pike withdrew the application. Therefore, no action by the Board of Commissioners is necessary on this application.

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

Application No. 2527

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

1. Name of Applicant Tia Pike
2. Applicant's Phone Number 478-397-0728
3. Applicant's Mailing Address 100 Waterfront Way Warner Robins, GA 31093
4. Property Description LL 159, 5th Land District of Houston County, Georgia, Lot 12, Block "A", Extension 1, Phase 1 of Pike Acres Subdivision, as shown on a plat of survey for Joseph L. Pike & Carolyn S. Pike, consisting of 0.56 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for an Animal Rescue Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

6/25/21
Date

Tia Pike
Applicant

Application # 2527

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

Houston County Zoning and Appeals Commission

Date Filed: June 25, 2021

Date of Notice in Newspaper: July 7 & 14, 2021

Date of Notice being posted on the property: July 9, 2021

Date of Public Hearing: August 23, 2021

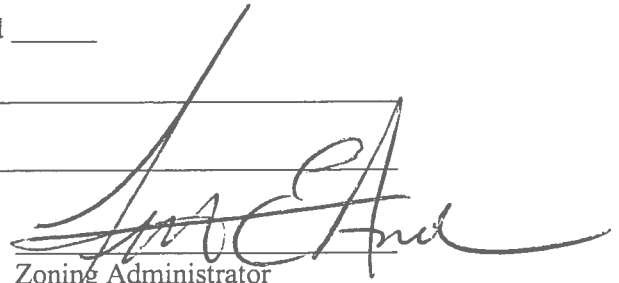
Fee Paid: \$100.00 Receipt # 42002

Recommendation of Board of Zoning & Appeals:

Approval _____ Denial _____ Tabled _____

Comments: Withdrawn

August 23, 2021
Date


Zoning Administrator

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

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: July 7 & 14, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

**Zoning & Appeals
Recommendation**

		<u>Vote</u>	<u>Approval</u>	<u>Denial</u>	<u>Table</u>
#2531 – Joseph Daigle	Window Tinting	Unanimous		X	
#2532 – John & Eyndia Henderson	Firearms Instruction	Unanimous	X		
#2533 – Kelvin & Sheila Minor	Lawn Care	Unanimous	X		
#2535 – Leonardo Rodriguez	Painting/Remodeling	Unanimous	X		
#2536 – Richard Mayhew	Animal Boarding/Training	Unanimous	X		
#2537 – Fathma Carlisle	Virtual Admin. Services & Management Consultation	Unanimous	X		
#2539 – Darra McClendon	Organizing Consultant	Unanimous	X		
#2540 – Jamie Moates	Permanent Makeup	Unanimous			X
#2541 – Marquis & Sabrina Carvin	Carpet Cleaning	Unanimous	X		
#2542 – LaKisha & Nia Harris	Stationery & Crafts (Online)	Unanimous	X		
#2543 – Glenda Floyd	Yard Display	Unanimous	X		
#2544 – Gary Williamson	Construction	Unanimous	X		

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

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

- #2532 – John & Eyndia Henderson **Firearms Instruction**
- #2533 – Kelvin & Sheila Minor **Lawn Care**
- #2535 – Leonardo Rodriguez **Painting/Remodeling**
- #2536 – Richard Mayhew **Animal Boarding/Training**
- #2537 – Fathma Carlisle **Virtual Admin. Services & Management Consultation**
- #2539 – Darra McClendon **Organizing Consultant**
- #2541 – Marquis & Sabrina Carvin **Carpet Cleaning**
- #2542 – LaKisha & Nia Harris **Stationery & Crafts (Online)**
- #2543 – Glenda Floyd **Yard Display**
- #2544 – Gary Williamson **Construction**

and; to deny the following application:

- #2531 – Joseph Daigle **Window Tinting**

and; to table the following applications and send back to Zoning & Appeals for reconsideration:

- #2540 – Jamie Moates **Permanent Makeup**

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

Application No. 2531

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

1. Name of Applicant Joseph Daigle
2. Applicant's Phone Number 478-845-8405
3. Applicant's Mailing Address 201 Candler Drive Kathleen, GA 31047
4. Property Description LL 204, 10th Land District of Houston County, Georgia, Lot 1, Block "A" of Candler Park Subdivision, consisting of 0.42 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Window Tinting Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7-9-2021

Date


Applicant

Application # 2531

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

Houston County Zoning and Appeals Commission

Date Filed: July 9, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

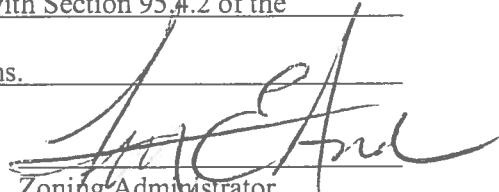
Fee Paid: \$100.00 Receipt # 42006

Recommendation of Board of Zoning & Appeals:

Approval _____ Denial X Tabled _____

Comments: Denied unanimously, due to noncompliance with Section 95.4.2 of the
Houston County Comprehensive Land Development Regulations.

August 23, 2021
Date


Zoning Administrator

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

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2532

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

1. Name of Applicant John and Eyndia Henderson
2. Applicant's Phone Number 478-319-9116
3. Applicant's Mailing Address 103 Leconte South Warner Robins, GA 31088
4. Property Description LL 224, 10th Land District of Houston County, Georgia, Lot 12, Block "E", Section 3 of South Oaks Subdivision, consisting of 0.61 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Firearms Instruction Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

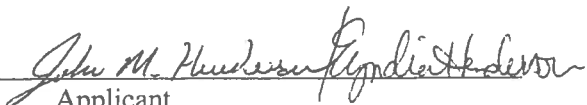
Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes () No (X). If yes, then complete Form "A" attached and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

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

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

7/12/21

Date


Applicant

Application # 2532

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 12, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

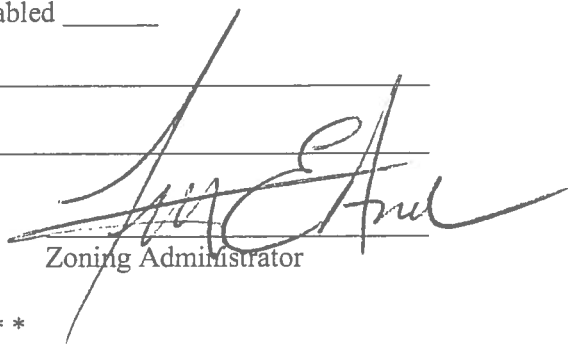
Fee Paid: \$100.00 Receipt # 42007

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2533

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

1. Name of Applicant Kelvin and Shelia Minor
2. Applicant's Phone Number 478-997-0614
3. Applicant's Mailing Address 2808 Hwy. 41 S Elko, GA 31025
4. Property Description LL 239, 14th Land District of Houston County, Georgia, Parcels "A" and "B" as shown on a plat of survey for Leighton H. Kersey, consisting of 1.21 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation
for a Lawn Care Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7/13/21
Date

Kelvin B. Minor
Applicant

Application # 2533

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 13, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

Fee Paid: \$100.00 Receipt # 42008

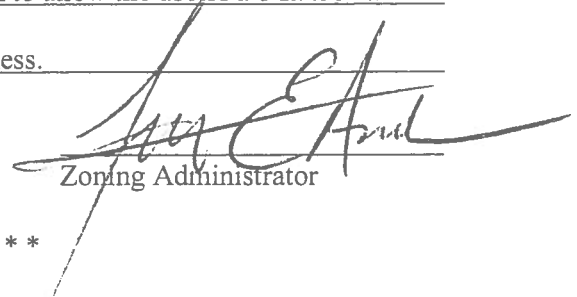
Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 8 ft. x 5 ft.

utility trailer and a 6 ft. x 12 ft. enclosed trailer for the business.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2535

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

1. Name of Applicant Leonardo Rodriguez
2. Applicant's Phone Number 407-600-9923
3. Applicant's Mailing Address 1236 Hwy. 96 Kathleen, GA 31047
4. Property Description LL 91, 10th Land District of Houston County, Georgia, as shown on a plat of survey for Verner Lee Lasseter, Jr. and Susan Johnson Lasseter, consisting of 2.9 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Painting and Remodeling Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7/15/21
Date

Leonardo Rodriguez
Applicant

Application # 2535

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 15, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

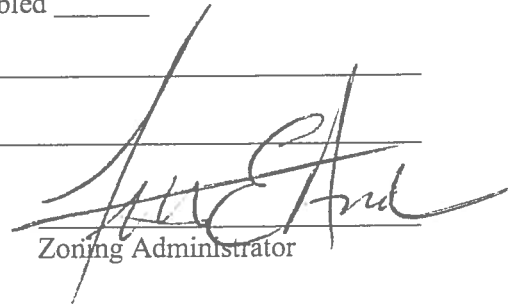
Fee Paid: \$100.00 Receipt # 42010

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2536

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

1. Name of Applicant Richard Mayhew
2. Applicant's Phone Number 478-973-7944
3. Applicant's Mailing Address 607 Kovac Road Kathleen, GA 31047
4. Property Description LL 173, 12th Land District of Houston County, Georgia, Parcel "D-1" as shown on a plat of survey for Richard Mayhew, consisting of 2.97 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation
for an Animal Boarding and Training Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

July 16, 21
Date

Richard Mayhew
Applicant

Application # 2536

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 16, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

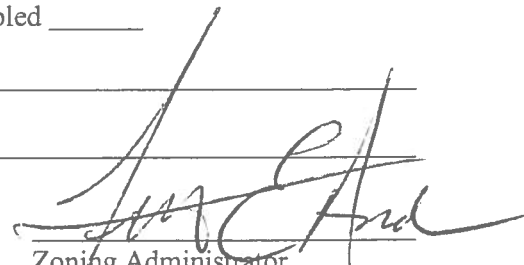
Fee Paid: \$100.00 Receipt # 42011

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2537

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

1. Name of Applicant Fathma Carlisle
2. Applicant's Phone Number 478-973-4437
3. Applicant's Mailing Address 160 Holly Pointe Warner Robins, GA 31088
4. Property Description LL 100, 10th Land District of Houston County, Georgia, Lot 60, Block "C", Phase 4 of Autumn Woods Subdivision, consisting of 0.36 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Virtual Administrative Services and Management Consultation Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

07/16/2021
Date


Applicant

Application # 2537

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 16, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

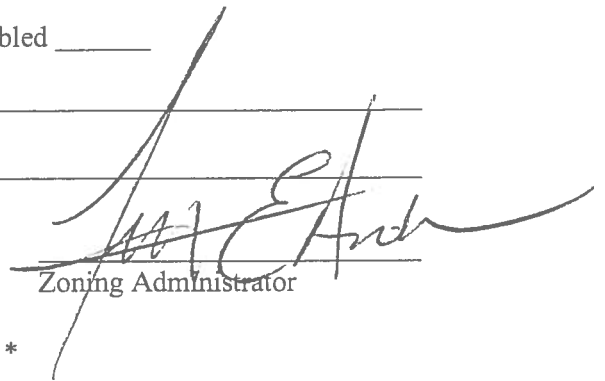
Fee Paid: \$100.00 Receipt # 42012

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2539

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

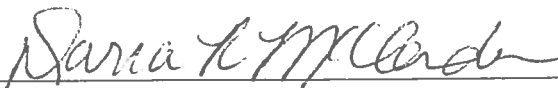
1. Name of Applicant Darra McClendon
2. Applicant's Phone Number 478-213-5626
3. Applicant's Mailing Address 102 Welsh Court Warner Robins, GA 31088
4. Property Description LL 66, 5th Land District of Houston County, Georgia, Lot 31, Block "I", Section 3, Phase 1 of Crestview Plantation Subdivision, consisting of 0.67 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for an Organizing Consultant Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7 21 21
Date


Applicant

Application # 2539

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 21, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

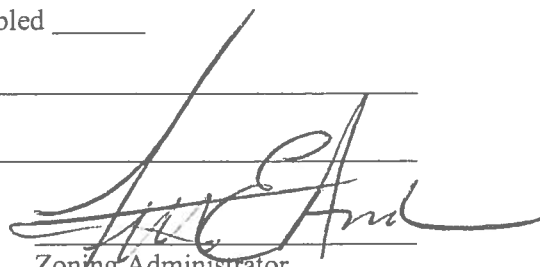
Fee Paid: \$100.00 Receipt # 42014

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2540

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

1. Name of Applicant Jamie Moates
2. Applicant's Phone Number 478-334-8242
3. Applicant's Mailing Address 133 Eastwick Drive Kathleen, GA 31047
4. Property Description LL 202, 10th Land District of Houston County, Georgia, Lot 17, Block "A", Section 2 of East Pointe Plantation Subdivision, consisting of 1.19 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Permanent Makeup Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7-23-21
Date

Jamie Moates
Applicant

Application # 2540

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 23, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

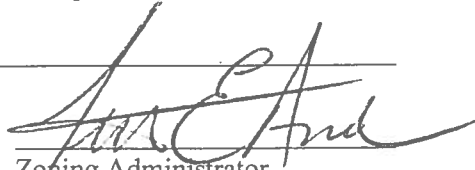
Fee Paid: \$100.00 Receipt # 42015

Recommendation of Board of Zoning & Appeals:

Approval _____ Denial _____ Tabled X

Comments: Tabled unanimously, in order for the applicant to be present at the hearing.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2541

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

1. Name of Applicant Marquis and Sabrina Carvin
2. Applicant's Phone Number 404-983-3643
3. Applicant's Mailing Address 321 Cliff Howard Drive Warner Robins, GA 31088
4. Property Description LL 90, 5th Land District of Houston County, Georgia, Lot 21, Block "E", Section 2, Phase 1 of Barrington Subdivision, consisting of 0.34 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Carpet Cleaning Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7/23/2021
Date

Marquis Carvin Sabrina Carvin
Applicant

Application # 2541

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 23, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

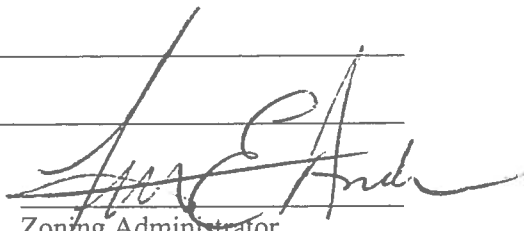
Fee Paid: \$100.00 Receipt # 42016

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2542

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

1. Name of Applicant LaKisha and Nia Harris
2. Applicant's Phone Number 904-518-0050
3. Applicant's Mailing Address 202 Sabelko Court Bonaire, GA 31005
4. Property Description LL 42 & 55, 11th Land District of Houston County, Georgia, Lot 12, Block "A", Section 1 of Harley Estates Subdivision, consisting of 0.69 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Stationary & Crafts (Internet Sales) Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7/26/21
Date

Nia Harris
Applicant

Application # 2542

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 26, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

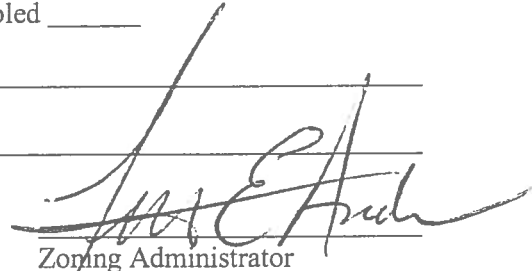
Fee Paid: \$100.00 Receipt # 42017

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

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

Application No. 2543

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

1. Name of Applicant Glenda Floyd
2. Applicant's Phone Number 229-395-9611
3. Applicant's Mailing Address 701 Warwick Court Kathleen, GA 31047
4. Property Description LL 103, 10th Land District of Houston County, Georgia, Lot 8, Block "H", Section 1 of Tyler Ridge Subdivision, consisting of 0.39 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Yard Display Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

1/26/21
Date

Glenda L Floyd
Applicant

Application # 2543

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 26, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

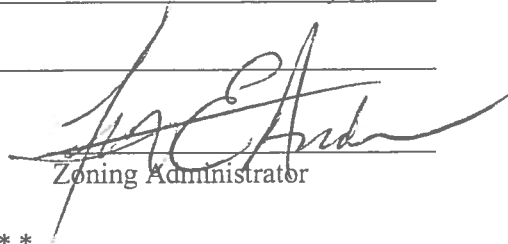
Fee Paid: \$100.00 Receipt # 42018

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, subject to compliance with the Houston County
sign ordinance.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

Date

Clerk

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

Application No. 2544

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

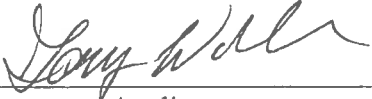
1. Name of Applicant Gary Williamson
2. Applicant's Phone Number 478-283-7761
3. Applicant's Mailing Address 106 Deborah Drive Warner Robins, GA 31093
4. Property Description LL 99, 5th Land District of Houston County, Georgia, Lot 7, Block "A" of W.C. Bateman Subdivision, consisting of 6.26 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation
for a Construction Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

7-27-21
Date


Applicant

Application # 2544

For Official Use Only
(Zoning and Appeals Commission)

Houston County Zoning and Appeals Commission

Date Filed: July 27, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Notice being posted on the property: August 6, 2021

Date of Public Hearing: August 23, 2021

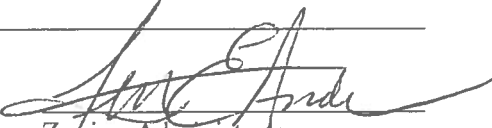
Fee Paid: \$100.00 Receipt # 42019

Recommendation of Board of Zoning & Appeals:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously, with the condition to allow the use of a 6 ft. x 16 ft. enclosed trailer and a 6 ft. x 14 ft. dump trailer for the business and subject to no storage of materials on the property.

August 23, 2021
Date


Zoning Administrator

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: August 4 & 11, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Comments: _____

_____ Date

_____ Clerk

3

Public hearing on Re-zoning Application #2530 submitted by James Farr for a 1.93-acre property located at 298 Hwy. 247 (southeast corner of Hwy. 247 and Azalea Ave.). Present zoning is C-1, and the proposed zoning is C-2. Planning & Zoning recommends unanimous approval.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Re-Zoning Application #2530 submitted by James Farr for property located at 298 Hwy. 247.

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

Application No. 2530

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

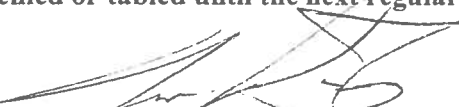
1. Name of Applicant James Farr
2. Applicant's Phone Number 478-923-4513
3. Applicant's Mailing Address 402 Thomas Chase Court, Bonaire, Ga. 31005
4. Property Description LL 22, 11th Land District of Houston County, Georgia, Lot 1, Section 2 as shown on a plat of survey for R.O. Davidson Estate Subdivision, Consisting of 1.92 acres
5. Existing Use Vacant
6. Present Zoning District C-1
7. Proposed Use Re-Zoning for Commercial Use
8. Proposed Zoning District C-2
9. Supporting Information: Attach the following item to the application:
 - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

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

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

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

1-9-21
Date


Applicant

Application # 2530

For Official Use Only
(Planning & Zoning Commission)

Houston County Planning and Zoning Commission

Date Filed: July 9, 2021

Date of Notice in Newspaper: July 28 & August 4, 2021

Date of Notice being posted on the property: July 30, 2021

Date of Hearing: August 16, 2021

Fee Paid: \$300 Receipt # 42005

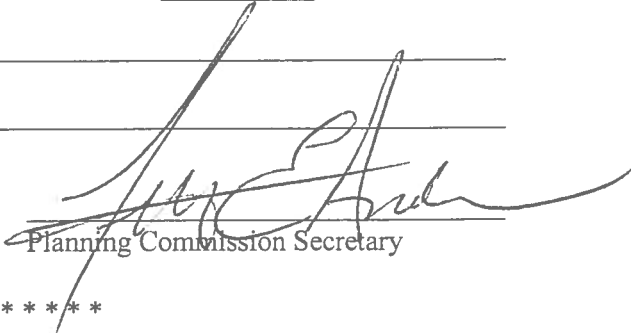
Recommendation of Board of Planning & Zoning:

Approval X Denial _____ Tabled _____

Comments: Approved unanimously.

August 16, 2021

Date



Planning Commission Secretary

For Official Use Only
(Houston County Board of Commission)

Date of Recommendation Received: September 7, 2021

Date of Notice in Newspaper: July 28 & August 4, 2021

Date of Public Hearing: September 7, 2021

Action by Houston County Commissioners:

Approval _____ Denied _____ Tabled _____

Reason if denied or tabled: _____

_____ Date

_____ Clerk

Judge Wilburn has requested to hire a part-time Deputy Clerk in the Juvenile Court. This position would average 29 hours per week or less. Funds are available within the budgeted Juvenile Court personnel services. Staff recommends approval of this request.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

an amendment to the FY2022 Position Control adding a part-time Deputy Clerk position in the Juvenile Court.



Houston County Personnel Department

Houston County Board of Commissioners

200 Carl Vinson Parkway

Warner Robins, GA 31088

478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners
From: Kenneth Carter, Director of Personnel
Date: August 30, 2021
Re: Part Time Deputy Clerk – Juvenile Court

Judge Wilburn has requested to hire a part time Deputy Clerk to assist in her transition as Juvenile Court Judge. She is requesting this person to work 29 hours a week on average, however this position may work more hours during certain weeks.

Please consider this request.

State Court Clerk Teresa Hathaway has requested approval of service agreement amendments with Tyler Technologies for the E-Filing (eFileGA) and the Online Repository (Re:SearchGA) software programs. Both amendments are continuation of services with Tyler Technologies that the Clerk already uses. The users pay for the filing and searches with the Clerk's office receiving a small portion of the fee as revenue. There is no cost for either to the County. The County Attorney has reviewed and approved both contracts as to form.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing amendments to the service agreements for the E-Filing (eFileGA) and the Online Repository (Re:SearchGA) software programs with Tyler Technologies for the State Court Clerk's office effective September 7, 2021.

TO: BARRY HOLLAND

FROM: TERESA HATHAWAY

Barry;

Tyler eFiling has improved their eFile format because they could no longer use SilverLight and have moved away from Internet Explorer. Since they did this, I was asked to sign new contracts which Tom Hall has reviewed and given his stamp of approval. Below are some of the amendments that they made to their eFile service.

Also, Tyler is aware of our move to PTG and this contract is only temporary until we switch. (see Dennis' email to me below) I have attached the contracts hereto.

Amendments to eFileGA contracts

eFileGA Amendments

Current Status – Amendment Impact

State and Superior Filing Fee: \$19.00/party/case

No Leave of Absence Bulk Filing for Filers

No Auto-Form Generation for Filers

No e-Filing Insights for Clerks

Amendment Impact

State and Superior Filing Fee: \$25.00/party/case

Filing Fee changes will not require another round of amendments, we'll align with you, the clerks, before any increases.

Leave of Absence Bulk Filing for Filers

Auto-Form Generation for Filers

Bulk Filing

e-Filing Insights for Clerks

Why the filer fee increase

Funds support the new eFileGA features which will be available to all filers without a \$329/yr subscription.

Funds eFiling Insights, which makes available a new tool for clerks to leverage if they choose.

The visualized data belongs to the Clerk, and they are in control of who has access to it.

The new State and Superior filing fee, effective on September 1, 2021, will still be \$5.00 lower per filing than any competitor (\$25.00/party/case- \$23.00 to Tyler and \$2.00 to the Clerk).

Funds free value-added services and training for Prosecutor and Public Defenders offices in re:SearchGA.

Re:SearchGA Amendments

Current Status

\$0.50/page—all goes to the clerks

Flat credit card processing fee of \$0.35.

No Prosecutor and Public Defender Role w/ free value-added services and free docs in participating counties.

No Attorney Matter Management Integration (case management system for attorneys)

No additional digital storefronts for public document purchase via integrations with research platforms.

Amendment Impact

All document revenue still goes to the clerks.

Credit card fee is 2.95% w/ a \$1.00 minimum (aligning with Credit Card fee for eFileGA)

Prosecutor and Public Defender role w/ free value-added services and free docs in participating counties.

Matter Management Integration for Constituents

Multiple digital storefronts for public document purchasing.

“Good afternoon Teresa and Tom,

Here are the new contracts with the corrected changes requested below. Please let me know if there are additional questions and once these have been reviewed/signed, feel free to scan them as a PDF and email back to me.

Based on contract verbiage related to this action states a 90-day notice, we will abide by that using the email below as reference. Although we definitely do not want to lose you as a client, just keep us informed on when you plan to switch over and we will shut down eFileGA/re:SearchGA accordingly. If this decision changes in the future, please keep us in mind and will gladly reinstate our eFiling platforms.”

Dennis

Cal-Mar Homes, Inc. has requested that an undeveloped right-of-way in the Gates at Sandefur Subdivision that is located between lots 7 and 12, both owned by Cal-Mar Homes, Inc., in the unincorporated area of Houston County be abandoned in order to re-subdivide lots in the Gates of Sandefur Subdivision. 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.

The Engineering Department recommends that the applicant be required to provide a resubdivision survey to be approved by the County. Without it we are not sure how the lots will be redistributed and if it will affect the location of the existing water taps.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

The Board of Commissioners to sign the Resolution abandoning the undeveloped right-of-way in the Gates at Sandefur Subdivision located between lots 7 and 12 owned by Cal-Mar Homes, Inc. in the unincorporated area of Houston County described as follows:

All that tract or parcel of land, situate lying and being in Land Lot 121 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as "Proposed Future Street" a 60' right-of-way situated between lots 12 and 7, according to a property survey for the Gates at Sandefur Subdivision, prepared by Broward Davis & Assoc., Inc., a copy of which is recorded in Plat Book 57, Page 125, 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.

Approval is contingent upon applicant providing a resubdivision survey that is approved by the County.

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

WHEREAS, Cal-Mar Homes, Inc., has requested that an undeveloped right-of-way in the Gates at Sandefur Subdivision situated between lots 7 and 12 owned by Cal-Mar Homes, Inc., 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 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 September 7, 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 abuts 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 right-of-way in the Gates at Sandefur Subdivision situated between lots 7 and 12 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 properties the undeveloped right-of-way is situated between 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 properties the unimproved right-of-way is situated between, their assigns, transferees and successors in interest.

This 7th day of September 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 Lot 121 of the Tenth (10th) Land District of Houston County, Georgia, being known and designated as "Proposed Future Street" a 60' right-of-way situated between lots 12 and 7, according to a property survey for the Gates at Sandefur Subdivision, prepared by Broward Davis & Assoc., Inc., a copy of which is recorded in Plat Book 57, Page 125, 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.

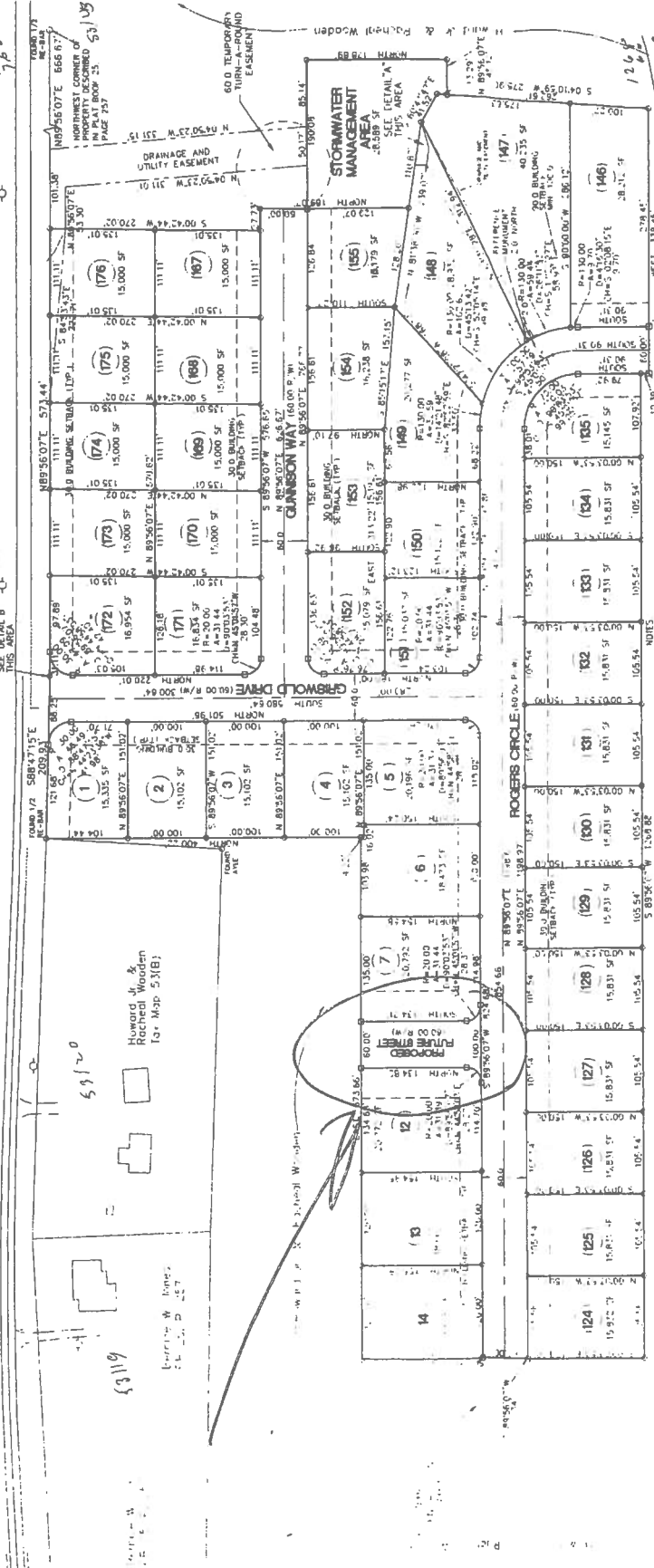
5/1/25
 Pd cost
 6/1/25
 7/1/25

GATES AT SANDEFUR

THE SUBDIVISION HEREON LIES IN LAND LOT 121 OF THE
 10th. DISTRICT OF HOUSTON COUNTY, GEORGIA

Sandefur Road -- 60' R/W
 PHASE I

FILED
 HOUSTON COUNTY
 CLERK SUPERIOR COURT
 APR 23 AM 8 59



60' TEMPORARY TURN-A-ROUND EASEMENT
 60' TEMPORARY TURN-A-ROUND EASEMENT
 60' TEMPORARY TURN-A-ROUND EASEMENT

THE PRIMARY TRAFFIC FOR THE BOUNDARY CONTROL AND TOPOGRAPHIC CONTROL WAS ESTABLISHED USING AERIAL PHOTOGRAPHY SYSTEM (GPS) MEASUREMENTS. THE DATE FOR EACH POINT THE DATA INDICATES A PRECISION OF 1:100,000 OR BETTER AND IS NOT ADVISED

I certify that the general lot layout shown on this plat has been approved by the Houston County Health Department by development with city or county water and sewerage in connection.

Health Department Contribution
 This plat has been submitted to and considered by the Planning Commission of Houston County, Georgia, and is approved for subdivision purposes. The City of Houston, Georgia, is hereby notified that this plat is subject to the City of Houston, Georgia, Public Works Department's review and approval.

City of Houston, Georgia
 Planning Commission
 City of Houston, Georgia
 Public Works Department

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

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 BY: [Signature]

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 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

DATE: 4/23/25
 BY: [Signature]

LEGEND

- 1. GENERAL LOT LAYOUT
- 2. BOUNDARY CONTROL POINTS
- 3. TOPOGRAPHIC CONTROL POINTS
- 4. DEVELOPMENT WITH CITY OR COUNTY WATER AND SEWERAGE IN CONNECTION
- 5. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 6. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 7. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 8. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 9. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 10. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 11. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 12. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 13. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 14. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 15. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 16. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 17. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 18. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 19. REPORT FOR THE CITY OF HOUSTON, GEORGIA
- 20. REPORT FOR THE CITY OF HOUSTON, GEORGIA

SCALE IN FEET
 SCALE: 1 INCH = 100 FEET

BROWARD DAVIS & ASSOCIATES, INC.
 PLANNING — ENGINEERING — SURVEYING — DEVELOPMENT MANAGEMENT
 2414 MAHAN DRIVE — P.O. BOX 12367 — TALLAHASSEE, FLORIDA 32317 — (850) 878-4199

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

Request Received from: Cal-Mar Homes, Inc.

Location and Description of ROW: “Proposed Future Street” in the Gates at Sandefur between lots 12 and 7, or 106 and 104 Gibson Circle (which is designated as Rogers Circle on plat, Bk. 57/Pg. 125)

Reason(s) for Request: Redistribute tract 2, 3.162 acres to adjoining properties; Lots 14, 13, 12 & 7 Gates at Sandefur.

Houston County Department Responses:

Inspections/P&Z – Approved by Tim Andrews

Environmental Health – Approved by Christine Buffington

Engineering – Denied by Ronnie Heald (Comments: I do not oppose the abandonment if applicant provides a resubdivision survey that is approved by the County. At this time, we are not sure how the lots will be redistributed and if it will affect the location of the existing water taps.)

Roads & Bridges – Approved by Travis McLendon

Water – Approved by Brian Jones (Comments: No exceptions, 8" main on Rogers Circle)

Fire/E911 – Approved by Chief Christopher Stoner

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.

Chad Bryant, on behalf of Perry Capital LLC, has requested annexation into the City of Perry for two properties:

Tax Parcel 000180 018000, at 2315 Marshallville Road, consisting of 33.78 acres.

Tax Parcel 000190 10A000, on (South) Perry Parkway, consisting of 48.37 acres.

Both properties are currently zoned County R-AG and the proposed zoning upon annexation is Perry R-2A Single-Family Residential. The properties are contiguous to the Perry City limits and the annexation would not create an unincorporated island.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

with City of Perry annexation requests for the properties described as:

Tax Parcel 000180 018000, at 2315 Marshallville Road, consisting of 33.78 acres.

Tax Parcel 000190 10A000, on (South) Perry Parkway, consisting of 48.37 acres.

PR.081821.PerryCapitalLLC.000180018000 and PR.081821.PerryCapitalLLC.00019010A000

Request for annexation received 08/18/2021 – Agenda 9/7/2021 – 30th Day 09/17/2021

City Request Received From: Perry

Property Location: The corner of Marshallville Road and (South) Perry Parkway (000180 018000); and (South) Perry Parkway (000190 10A000).

Parcel ID: 000180 018000 (33.78 acres) and 000190 10A000 (48.37 acres)

Zone Change: County R-AG to City R-2A, Single Family Residential District

Debra Presswood – No comments or concerns listed.

Tom Hall – Comments: The property is contiguous to the Perry city limits. The annexation does not create an unincorporated island. The requested zoning is compatible to the area.

Concerns: Preserve any County utilities.

Chief Stoner – Comments: None

Concerns: Emergencies requiring Fire Service in this development may stress Perry Fire Department as travel times for initial response trucks could be more than 8 min. Second responding trucks will be at least 15 min. Houston County's response time for initial trucks is less than 5 min with secondary trucks arriving in 11 min.

Tim Andrews – Comments: No comments.

Concerns: No concerns.

James Moore – Comments: I have no objections to the annexation/rezoning.

Concerns: None listed.

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

Terry Dietsch – No comments or concerns listed.

Ronnie Heald – Comments: 1. Is the city going to annex the remainder of the Parkway?

2. Will this annexation create an island?

3. Pre-design meeting requested.

Van Herrington – No comments or concerns listed.

Brian Jones – No comments or concerns listed.

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: No Comments

Concerns: No Concerns

Capt. Ricky Harlowe – No response.



Overview



Legend

- Parcels
- Roads

Parcel ID	000180 018000	Owner	PERRY CAPITAL LLC	Last 2 Sales			
Class Code	Agricultural		309 E PACES FERRY RD NE	Date	Price	Reason	Qual
Taxing District	County		STE 1200	10/26/2017	\$243216	05	U
Acres	33.78		ATLANTA, GA 30305	2/4/2000		30	U
		Physical Address	2315 MARSHALLVILLE RD				
		Assessed Value	Value \$302300				
		Land Value	Value \$301800				
		Improvement Value					
		Accessory Value	Value \$500				

(Note: Not to be used on legal documents)

Date created: 9/1/2021
 Last Data Uploaded: 9/1/2021 6:02:48 AM

Developed by  **Schneider**
 GEOSPATIAL



Where Georgia comes together.

Department of Community Development

August 17, 2021

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located at 2315 Marshallville Road.

Parcel # 000180 018000 consisting of 33.78 acres.

Legal descriptions are attached.

Current zoning for the property within Houston County is R-AG. The request is for annexation into the City of Perry with a zoning classification of R-2A, Single-family Residential District.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, October 5, 2021 at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures



Where Georgia comes together.

Application # Annex 243-
2021

Application for Annexation
Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Chad Bryant	Perry Capital, LLC
*Title	engineer/owner	
*Address	906 Ball Street Perry, GA 31069	309 E Paces Ferry Rd NE Atlanta, GA 30305
*Phone	(478) 224-7070	
*Email	chad@bryantengllc.com	

Property Information

*Street Address or Location	2315 Marshallville Rd
*Tax Map #(s)	000180 018000
*Legal Description	
A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;	
B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.	

Request

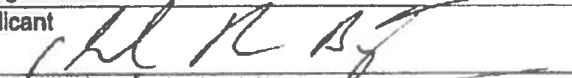

*Current County Zoning District	RAG	*Proposed City Zoning District	R2A
*Please describe the existing and proposed use of the property <u>Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.</u>			
existing use: agricultural farm land			
proposed use: 198 residential lots as shown on proposed site plan			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. A public notice sign will be posted on the property at least 15 days prior to the scheduled hearing dates.
- *The applicant must be present at the hearings to present the application and answer questions that may arise.
- *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No
If yes, please complete and submit a Disclosure Form available from the Community Development office.

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

9. *Signatures:

*Applicant 	*Date 8/13/21
*Property Owner/Authorized Agent 	*Date 8/13/21

Standards for Granting a Zoning Classification

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

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

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



Chad R. Bryant P.E.
President-Perry

Jennie S. Barfield P.E.
Forsyth Branch Manager

Casey Graham P.E.
Perry Branch Manager

August 16, 2021

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Rezoning
33.78 Acres- Agricultural Estates**

Dear Mr. Wood,

Please see attached application and plat for rezoning for approximately 66-acre tract located on South Perry Parkway between US Hwy 41 and Marshallville Rd. Below is the Standards for Granting a Rezoning (Page 2 of application).

1. Properties surrounding the tract are mostly farmland. To the west are some larger tract residential lots and to the south is the existing subdivision, The Preserve at Agricultural Village.
2. The proposed zoning is for residential use and the property is within a transitional area from farmland to higher density residential.
3. The proposed zoning is like kind with its surrounding zonings and meets similar lot sizes in neighboring subdivision.
4. This area is planned for residential development in the Comprehensive Plan.
5. The proposed subdivision should not have adverse impact on city structures. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
6. The proposed development will serve as an appropriate transition between surround farmlands and existing subdivisions.

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

Sincerely,

A handwritten signature in black ink that reads 'Chad R. Bryant'.

Chad Bryant, P.E.
President
Bryant Engineering



Doc ID: 014938710002 Type: GLR
Recorded: 10/27/2017 at 01:08:55 PM
Fee Amt: \$255.30 Page 1 of 2
Transfer Tax: \$245.30
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 7668 PG 281-282

(Above space for recording officer use.)

After recording return to:

File No.: P'17-#526

WHGM 76338

WALKER HULBERT GRAY & MOORE, LLP
P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: LARRY WALKER

STATE OF GEORGIA
COUNTY OF HOUSTON

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 26th day of October, in the year two thousand seventeen (2017),
between

PATRICIA C. NELSON

of the County of Houston and the State of Georgia, as party or parties of the first part, hereinafter
called Grantor,

and

PERRY CAPITAL, LLC
a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, as party or parties of the second
part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs,
successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable
Considerations and Ten (\$10.00) and NO/100-----DOLLARS, before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell,
alien, convey or confirm unto the said Grantee. ALL OF THE FOLLOWING DESCRIBED
PROPERTY, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 17 of the
14th Land District of Houston County, Georgia, and being known and
designated as TRACT "A", comprising 33.78 acres, and having such shapes,
metes, bounds, courses and distances as are shown on a plat of survey prepared
by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated
October 5, 2017 and recorded in Plat Book 79, Page 252, Clerk's Office,
Houston Superior Court. Said plat of survey and the recorded copy thereof are
hereby made a part of this description by reference thereto.

The above described property being the same property as Tract III in a
Warranty Deed from Charles C. Nelson to Patricia C. Nelson dated September
28, 1995 and recorded in Deed Book 1171, Page 100, Clerk's Office, Houston
Superior Court.

The above described property is also known as 2315 MARSHALLVILLE
ROAD, PERRY, HOUSTON COUNTY, GEORGIA, 31069 according to the
present system of numbering in said city and county.

AW

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

AND THE SAID Grantor, for itself, its successors and assigns, warrants and will, forever defend the right and title to said tract or parcel of land unto Grantee and its successors and assigns against the claims of all persons claiming by, through or under Grantor.

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

Patricia C. Nelson (Seal)
PATRICIA C. NELSON

Signed, sealed and delivered in the presence of:

Lynward Bennett
Witness

Larry Walker
Notary Public
My Commission Expires:

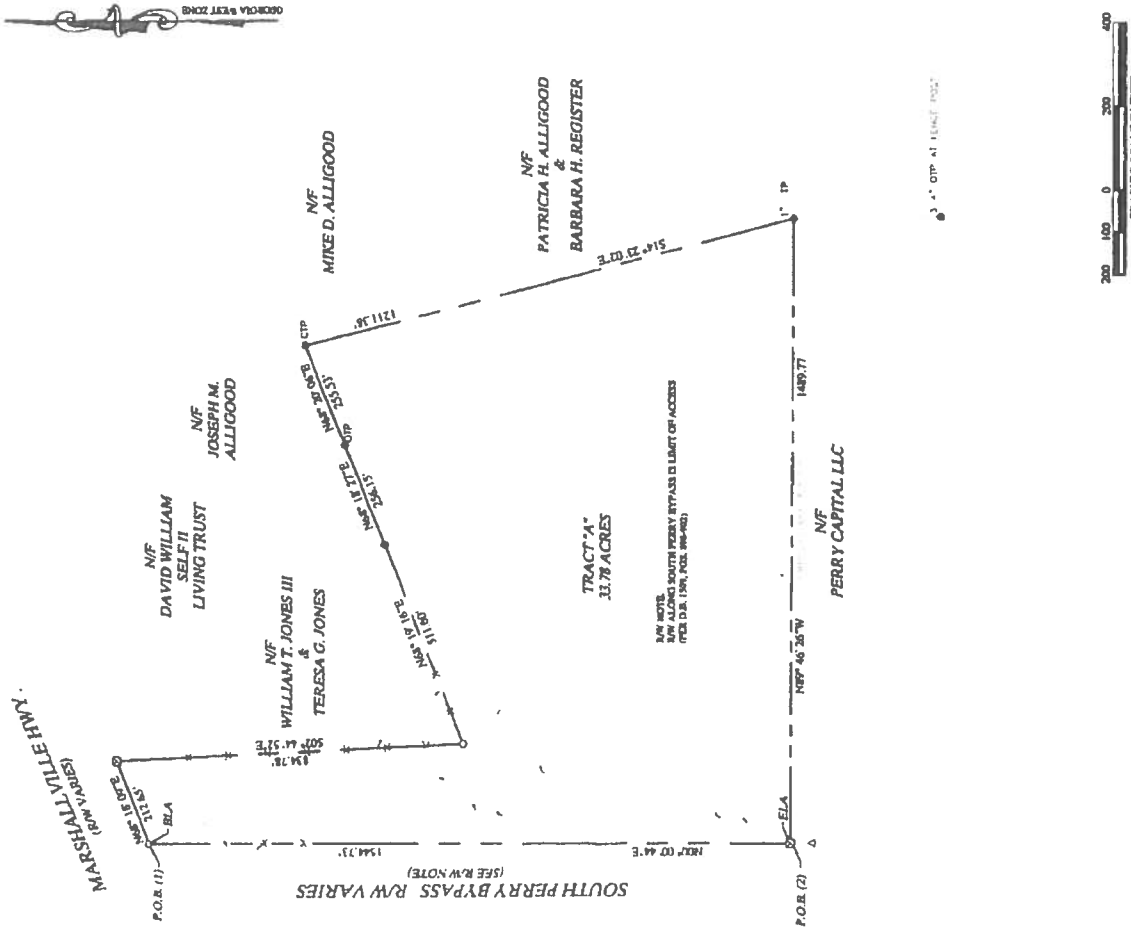
[Notary Seal]



LEGEND

- TYPE: GEODETIC PLATS
- PROPOSED: 10/10/17
- REVISIONS: 10/10/17
- DATE: 10/10/17
- BY: [Signature]
- FOR THE CLERK OF SUPERIOR COURTS (SEE ON 1)

TOTAL AREA: 33.78 ACRES



SUPPLEMENTARY NOTES

IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY AND ON BEHALF OF THE SURVEYOR. THAT ALL MATERIALS ARE CORRECTLY DRAWN AND THAT ALL SURVEYING AND PLATTING OPERATIONS OF THE LAND SURVEYOR OPERATIONS OF THE CITY / COUNTY, HAVE BEEN CONDUCTED IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS. THE SURVEY WAS PREPARED IN CONFORMANCE WITH THE PROFESSIONAL STANDARDS. THE PROPERTY SUBJECT IS LOCATED AS SET FORTH IN PARAGRAPHS 10-17 OF THE RULES OF THE BOARD OF SURVEYORS AND MAPPING ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE MARSHALLVILLE PLAT ACT OF 1947, CHAPTER 134-11, SECTIONS 134-11-14, 134-11-15, 134-11-16, 134-11-17, 134-11-18, 134-11-19, 134-11-20.

THE PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY BE APPLICABLE HEREON. THE FIELD DATA WHICH THIS PLAT IS BASED UPON WAS OBTAINED USING A TOTAL STATION WITH A LINEAR MEASUREMENT ERROR OF ONE (1) IN 100,000 FEET AND AN ANGULAR ERROR OF 5 SECONDS PER ANGLE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THE SURVEYING OPERATIONS WERE CONDUCTED WITH CORRECTED FOR MATHEMATICAL ACTIVITY AND CHECKED WITHIN ONE (1) IN 100,000 FEET. ACCORDING TO INFORMATION SHOWN ON THE PLAT, COMMUNITY DEVELOPERS, INC. IS LOCATED AS SET FORTH IN PARAGRAPHS 10-17 OF THE RULES OF THE BOARD OF SURVEYORS AND MAPPING ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE MARSHALLVILLE PLAT ACT OF 1947, CHAPTER 134-11, SECTIONS 134-11-14, 134-11-15, 134-11-16, 134-11-17, 134-11-18, 134-11-19, 134-11-20. IMPROVEMENTS PER AIRCAL PHOTOGRAPHY.

STATE OF GEORGIA, COUNTY OF HOUSTON

THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE PROPERTY SHOWN ON THIS PLAT AND THAT HE HAS BEEN ADJUSTED TO THE RULES OF THE BOARD OF SURVEYORS AND MAPPING ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE MARSHALLVILLE PLAT ACT OF 1947, CHAPTER 134-11, SECTIONS 134-11-14, 134-11-15, 134-11-16, 134-11-17, 134-11-18, 134-11-19, 134-11-20.

[Signature]
 10/10/17
 Houston County Planning Commission
 Surveyor

REFERENCES:
 D.S. 1776, P.L. 12
 D.S. 1786, P.L. 89-100
 P.B. 24, P.L. 12
 P.B. 24, P.L. 12
 P.B. 24, P.L. 12



Ocmulgee, Inc.
 SURVEYORS • ENGINEERS • CONSULTANTS • PLANNERS
 900 Ball Street
 Perry, Georgia 31069
 Phone: (478) 224-7070
 Fax: (478) 224-7071

SURVEY FOR:
PERRY CAPITAL LLC

COUNTY:	HOUSTON
DISTRICT:	14TH
LAND LOT:	17
DATE:	10/05/17
SCALE:	1" = 200'
JOB NO.:	17-06207



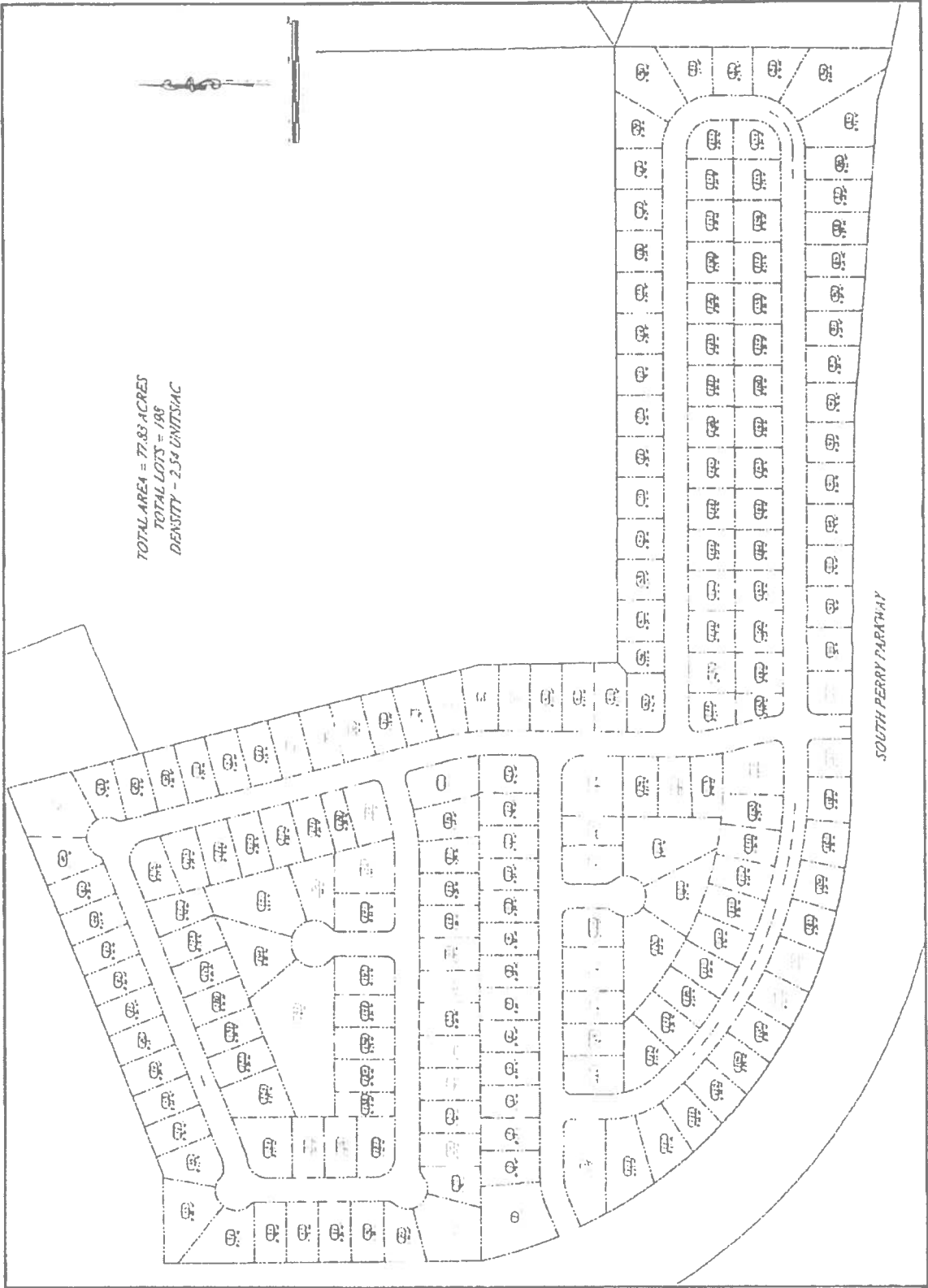
Professional Engineer
State of Florida
No. 12345
Expiration Date: 12/31/2024

BE BRYANT
ENGINEERING

DATE	10/15/2024
BY	J. BRYANT
PROJECT	AGRICULTURAL ESTATES
SCALE	AS SHOWN
REVISIONS	

CONCEPT LAYOUT FOR
AGRICULTURAL ESTATES
SHEET
C-1/1

C-1/1



TOTAL AREA = 77.83 ACRES
 TOTAL LOTS = 198
 DENSITY = 2.54 UNITS/AC



Where Georgia comes together.

Department of Community Development

August 17, 2021

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located at South Perry Parkway.

Parcel # 000190 10A000 consisting of 48.37 acres.

Legal descriptions are attached.

Current zoning for the property within Houston County is R-AG. The request is for annexation into the City of Perry with a zoning classification of R-2A, Single-family Residential District.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, October 5, 2021 at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures



Where Georgia comes together.

Application # Annex 244-
2021

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Chad Bryant	Perry Capital, LLC
*Title	engineer/owner	
*Address	9012 Ball Street Perry, GA 31088	309 E. Paces Ferry Rd NE Atlanta, GA 30305
*Phone	(478) 224-7070	
*Email	chad@bryantengllc.com	

Property Information

*Street Address or Location	Perry Pkwy
*Tax Map #(s)	000190 10A000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a <u>survey plat of the property</u> , tied to the Georgia Planes Coordinate System.

Request

*Current County Zoning District	RA6	*Proposed City Zoning District	R2A
*Please describe the existing and proposed use of the property <u>Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.</u> existing use: agricultural farmland proposed use: 198 residential lots as shown in the attached site plan			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
 - *Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
 - *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
 - The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
 - Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. A public notice sign will be posted on the property at least 15 days prior to the scheduled hearing dates.
 - *The applicant must be present at the hearings to present the application and answer questions that may arise.
 - *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes ___ No
- If yes, please complete and submit a Disclosure Form available from the Community Development office.

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

9. *Signatures:

*Applicant 	*Date 8/13/21
*Property Owner/Authorized Agent 	*Date 8/13/21

Standards for Granting a Zoning Classification

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

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

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



Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

August 16, 2021

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Rezoning
48.37 Acres- Agricultural Estates**

Dear Mr. Wood,

Please see attached application and plat for rezoning for approximately 66-acre tract located on South Perry Parkway between US Hwy 41 and Marshallville Rd. Below is the Standards for Granting a Rezoning (Page 2 of application).

1. Properties surrounding the tract are mostly farmland. To the west are some larger tract residential lots and to the south is the existing subdivision, The Preserve at Agricultural Village.
2. The proposed zoning is for residential use and the property is within a transitional area from farmland to higher density residential.
3. The proposed zoning is like kind with its surrounding zonings and meets similar lot sizes in neighboring subdivision.
4. This area is planned for residential development in the Comprehensive Plan.
5. The proposed subdivision should not have adverse impact on city structures. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
6. The proposed development will serve as an appropriate transition between surround farmlands and existing subdivisions.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad R. Bryant'.

Chad Bryant, P.E.
President
Bryant Engineering

906 Ball Street, Suite A, Perry, GA 31069
48 N Jackson Street, Forsyth, GA 31029



Website bryantengllc.com
Office 478-224-7070



Doc ID: 014747410002 Type: GLR
Recorded: 04/24/2017 at 04:29:53 PM
Fee Amt: \$714.80 Page 1 of 2
Transfer Tax: \$702.80
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 7484 PG 128-129

After recording return to:

File No.: P'17-#053

WHGM L8336

WALKER HULBERT GRAY & MOORE, LLP
P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: LARRY WALKER

STATE OF GEORGIA
COUNTY OF HOUSTON

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 20th day of April, in the year two thousand seventeen (2017),
between

**FRANK SHELTON, LARRY WOOD, AND JIM MILLER, AS SUCCESSOR
TRUSTEES OF THE PERRY AREA COMMUNITY TRUST
AND THEIR SUCCESSORS IN OFFICE**

duly organized and existing under the laws of the State of Georgia, as party or parties of the first part,
hereinafter called Grantor,

and
PERRY CAPITAL, LLC
a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, as party or parties of the second
part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs,
successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable
Considerations and Ten (\$10.00) and NO/100-----DOLLARS, before the
sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted,
bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell,
alien, convey or confirm unto the said Grantee, ALL OF THE FOLLOWING DESCRIBED
PROPERTY, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 48 of the
14th Land District of Houston County, Georgia, and being known and
designated as TRACT "A", comprising 48.37 acres and having such shapes,
metes, bounds, courses and distances as are shown on a plat of survey prepared
by Marty A. McLeod, Registered Land Surveyor No. 2991, dated April 17, 2017
and recorded in Plat Book 79, Page 91, Clerk's Office, Houston
Superior Court. Said plat of survey and the recorded copy thereof are hereby
made a part of this description by reference thereto.

LRW [Signature]

BOOK 2458 PAGE 129

The above described property being a portion of the property conveyed by Warranty Deed from Frank Shelton to Riley Hunt, Brian Reed, Freddy Baldwin, Charles Lamb and Frank Shelton as Trustees of the Perry Area Community Trust and their successors in office dated February 28, 2003 and recorded in Deed Book 2458, Pages 231-233, Clerk's Office, Houston Superior Court.

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

AND THE SAID Grantor, for itself, its successors and assigns, warrants and will, forever defend the right and title to said tract or parcel of land unto Grantee and its successors and assigns against the claims of all persons claiming by, through or under Grantor.

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

Frank Shelton (Seal)
FRANK SHELTON, Trustee of the Perry Area Community Trust

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Heather N. Jordan
Notary Public
My Commission Expires:

(Notary Seal)



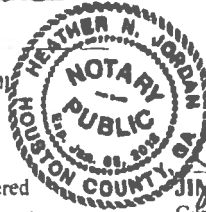
Larry Wood (Seal)
LARRY WOOD, Trustee of the Perry Area Community Trust

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Heather N. Jordan
Notary Public
My Commission Expires:

(Notary Seal)



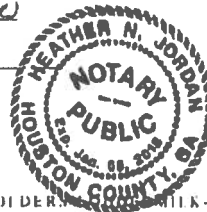
Jim Miller (Seal)
JIM MILLER, Trustee of the Perry Area Community Trust

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Heather N. Jordan
Notary Public
My Commission Expires:

(Notary Seal)





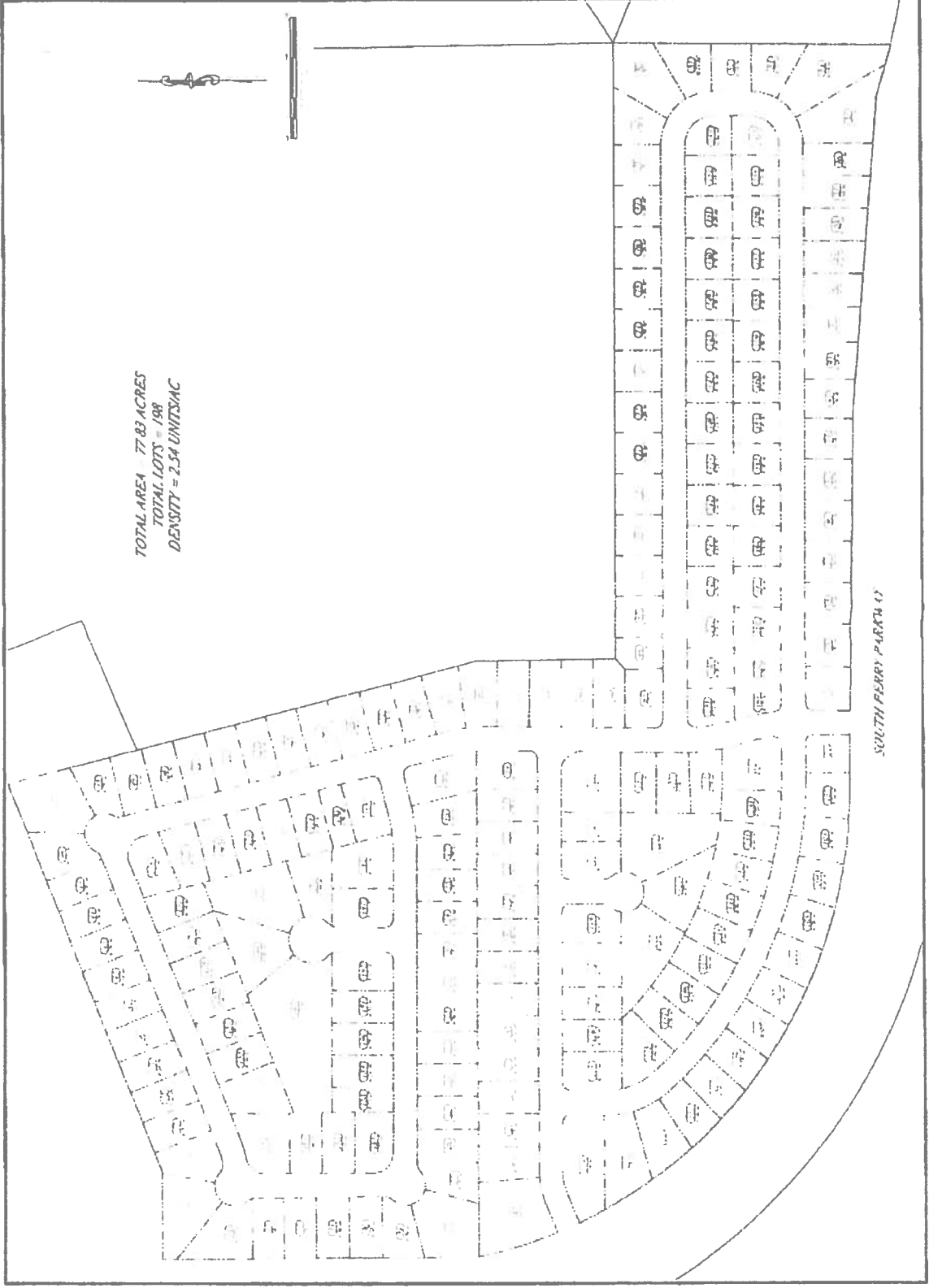
BE BRYANT
ENGINEERING

DATE	12/31/2024
PROJECT	AGRICULTURAL ESTATES
CLIENT	AGRICULTURAL ESTATES
SCALE	AS SHOWN
DRAWN BY	...
CHECKED BY	...

AGRICULTURAL ESTATES
SOUTH FERRY PARKWAY

C-11

TOTAL AREA - 77.83 ACRES
TOTAL LOTS - 198
DENSITY - 2.54 UNITS/AC



Second Baptist Church is requesting that a small portion of their property located on SR 96 in Houston County be de-annexed from the City of Warner Robins. This request was made to resolve an encroachment issue.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the de-annexation of the small portion of property owned by Second Baptist Church and authorize the signing of the appropriate resolution to be sent to the City of Warner Robins. The small portion of property is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 220, of the Tenth Land District of Houston County Georgia, being known and designated as Parcel "D-1", containing 0.212 acres, according to a plat of survey prepared by Christopher A. Branscom, Georgia Registered Land Surveyor No. 3164 on August 9, 2021.

**A RESOLUTION
FOR DEANNEXATION OF PROPERTY**

WHEREAS, Second Baptist Church of Warner Robins, Inc. desires to deannex from the City of Warner Robins a portion of their property located on Georgia State Route 96 in Houston County; and

WHEREAS, O.C.G.A. § 36-36-22 requires county approval as a pre-condition to the voluntary deannexation of land by a municipal governing authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Houston County that the deannexation of the property described below from the corporate boundaries of the City of Warner Robins, Georgia is hereby _____.

All that tract or parcel of land situate, lying and being in Land Lot 220, of the Tenth Land District of Houston County Georgia, being known and designated as Parcel "D-1", containing 0.212 acres, according to a plat of survey prepared by Christopher A. Branscom, Georgia Registered Land Surveyor No. 3164 on August 9, 2021, a copy of which is attached hereto as Exhibit "A", said plat and the copy thereof are incorporated herein for all purposes.

This 7th day of September 2021.

**HOUSTON COUNTY
BOARD OF COMMISSIONERS**

Chairman Tommy Stalnaker

Commissioner Mark Byrd

Commissioner Dan Perdue

Commissioner Gail Robinson

Commissioner H. Jay Walker III

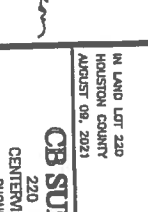
Attest: _____
Barry Holland
Director of Administration

NOTES:
 1. PARCEL "D-1" IS NOT TO BE CONSIDERED AN UNDIVIDED
 BOUNDARY LOT. THE PURPOSE FOR PARCEL "D-1" IS TO
 BE DETERMINED FROM THE CITY RECORDS AND ENCROACHMENTS
 ONTO LAND OWNED BY SECOND BAPTIST CHURCH.

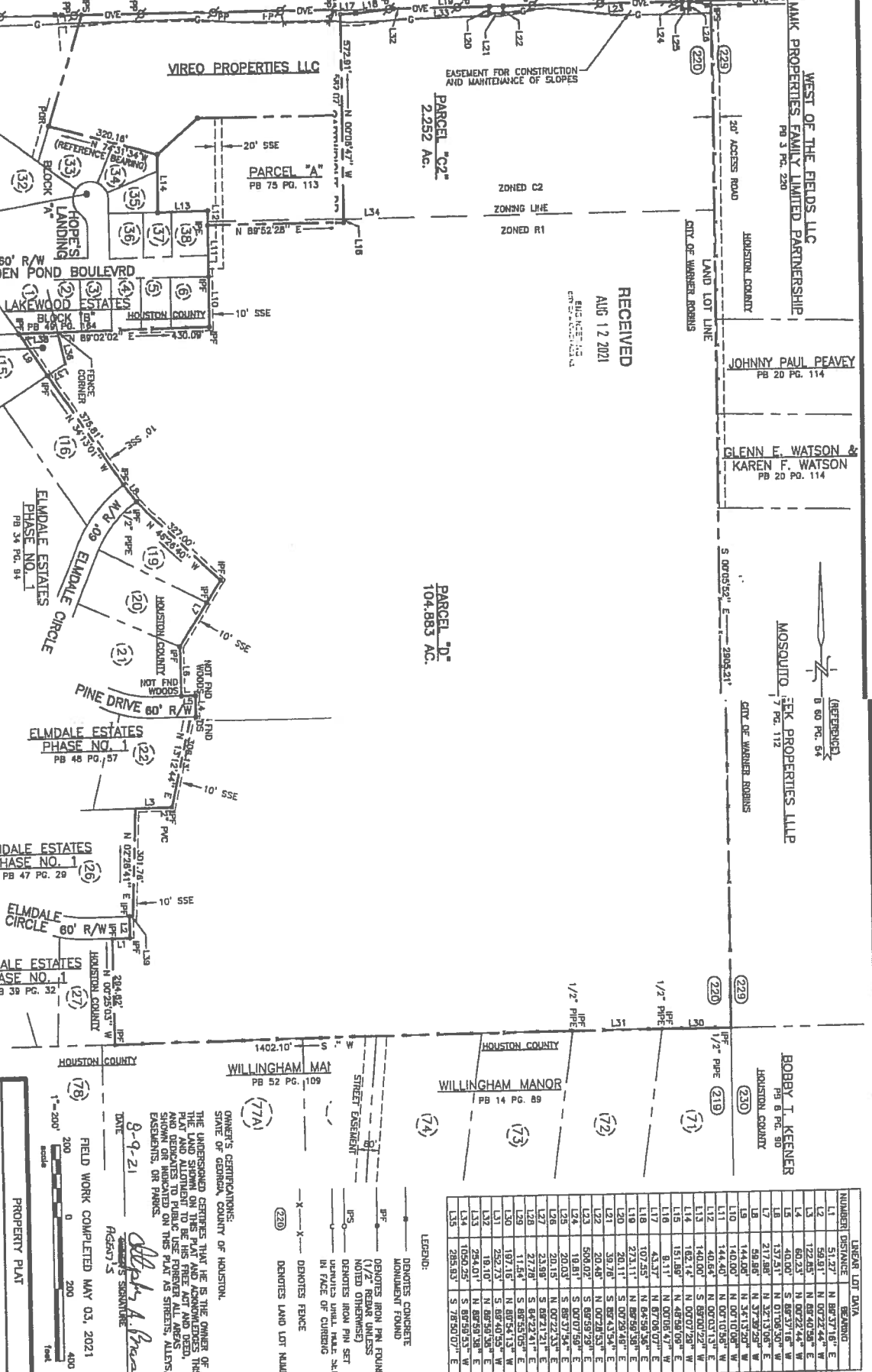
THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS
 BASED HAS A CLOSURE PRECISION OF ONE FOOT IN
 18,181 FEET AND AN ANGULAR ERROR OF ONE SECOND
 PER ANGLE POINT, AND WAS ADJUSTED
 USING THE (NAD83) RULE.
 BEARING AND DISTANCE ARE CALCULATED FROM ANGLES
 TURNED AND ALL LINEAR DISTANCES ARE
 HORIZONTALLY CALCULATED FROM FIELD DATA USING
 A TOPCON GPT 5005N.
 THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS
 FOUND TO BE ACCURATE WITHIN ONE FOOT IN 233,187 FEET.

APPROVE IN RECORDING
 WARNER ROBINS, INC. SECRETARY
 DATE 5-17-21

THIS MAP WAS PREPARED IN COMPLIANCE
 WITH THE PROVISIONS FOR PROPERTY
 SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER
 100-7 OF THE RULES OF THE GEORGIA BOARD
 OF REGISTERED PROFESSIONAL SURVEYORS AND AS SET FORTH IN
 THE GEO. PLAT ACT O.C.G.A. 18-6-67.
Allyssa A. Price
 REGISTERED PROFESSIONAL SURVEYOR
 No. 3164
 STATE OF GEORGIA



FOR
 PROPERTY PLAT
 SECOND BAPTIST CHURCH
 OF WARNER ROBINS, INC
 WARNER ROBINS, GEO
 SCALE 1"=
 220 CARRINGTON LANE
 CENTERVILLE, GEORGIA 31028
 PHONE: (478) 256-0027
 EMAIL: CSURVEYING@GMAIL.COM
 CB SURVEYING LLC
 82/322



RECEIVED
 AUG 12 2021
 HUNTSVILLE, ALA

WEST OF THE FIELDS, LLC
 MARK PROPERTIES FAMILY LIMITED PARTNERSHIP
 PB 3 PG. 220
 JOHNNEY PAUL PEAVEY
 PB 20 PG. 114
 GLENN E. WATSON &
 KAREN F. WATSON
 PB 20 PG. 114

PARCEL "D"
 104,883 AC.

PARCEL "C2"
 2,252 AC.

PARCEL "A"
 PB 75 PG. 113

PARCEL "B-1"
 9,224 SF
 0.212 AC.

LINEAR LOT DATA

NUMBER	DISTANCE	BEARING
L1	51.27'	N 89°37'18" E
L2	59.91'	N 00°22'44" W
L3	122.85'	N 89°40'38" E
L4	60.25'	N 00°22'44" E
L5	137.51'	S 01°36'50" W
L6	317.88'	N 32°13'06" E
L7	59.86'	N 37°39'29" W
L8	144.00'	N 34°13'20" W
L9	144.00'	N 07°10'06" W
L10	144.00'	N 07°10'06" W
L11	40.64'	N 00°03'13" E
L12	140.00'	S 89°00'22" W
L13	182.14'	N 00°07'28" W
L14	191.89'	N 00°08'42" E
L15	43.37'	N 87°08'07" E
L16	107.25'	N 64°58'58" E
L17	273.11'	S 00°29'48" E
L18	20.11'	S 00°29'48" E
L19	39.78'	S 87°43'54" E
L20	20.48'	S 00°28'53" E
L21	506.02'	S 00°07'56" E
L22	19.81'	S 89°37'94" E
L23	20.03'	S 00°22'33" E
L24	20.15'	S 89°37'94" E
L25	23.39'	S 89°37'94" E
L26	11.64'	S 89°37'94" E
L27	187.16'	S 89°40'59" E
L28	18.10'	N 89°50'38" E
L29	254.01'	N 89°50'38" E
L30	1050.25'	S 89°50'38" W
L31	285.93'	S 78°50'07" E

LEGEND:
 - - - DENOTES CONCRETE MONUMENT FOUND
 - - - DENOTES IRON PIN FOUND (1/2" REMARK UNLESS NOTED OTHERWISE)
 - - - DENOTES FROM PIN SET
 - - - DENOTES UPRIGHT IRON NAIL IN FACE OF FENCE
 - - - DENOTES FENCE
 (220) DENOTES LAND LOT NUMBER

WILLINGHAM MANOR
 PB 14 PG. 89
 WILLINGHAM MANOR
 PB 52 PG. 109
 WILLINGHAM MANOR
 PB 52 PG. 109

ELMDALE ESTATES PHASE NO. 1
 PB 48 PG. 57
 ELMDALE ESTATES PHASE NO. 1
 PB 47 PG. 29
 ELMDALE ESTATES PHASE NO. 1
 PB 39 PG. 32
 ELMDALE ESTATES PHASE NO. 1
 PB 48 PG. 57
 ELMDALE ESTATES PHASE NO. 1
 PB 47 PG. 29
 ELMDALE ESTATES PHASE NO. 1
 PB 39 PG. 32

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 ELMDALE ESTATES PHASE NO. 1
 PB 48 PG. 57
 ELMDALE ESTATES PHASE NO. 1
 PB 47 PG. 29
 ELMDALE ESTATES PHASE NO. 1
 PB 39 PG. 32

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of an original resolution duly adopted by the Board of Commissioners of Houston County on the 7th day of September 2021.

In witness whereof, I hereunto set my hand and affix the seal of the County, this _____ day of _____, 2021.

Director of Administration

[Affix Seal]



September 2, 2021

To Whom It May Concern:

Second Baptist Church of Warner Robins is the owner of parcel D1. We are requesting Houston County to accept the property back from the City of Warner Robins upon de-annexation.

Our surveyor, Chris Branscom, has submitted the application and copy of the plat.

Please feel free to contact me if there are any questions or additional information is needed.

Sincerely,

A handwritten signature in black ink that reads 'Gary T. Morton'.

Rev. Gary Morton
Executive Pastor
Second Baptist Church
Warner Robins, GA



Overview



Legend

-  Parcels
-  Roads

Parcel ID	00102G 039000	Owner	JOHNSON AMY J	Last 2 Sales			
Class Code	Residential		JOHNSON RONALD E	Date	Price	Reason	Qual
Taxing District	County		116 GOLDEN POND BLVD	9/6/2018	\$188500	FM	Q
Acres	0.27		BONAIRE, GA 31005	9/29/1998	\$15000	LM	Q
		Physical Address	116 GOLDEN POND BLVD				
		Assessed Value	Value \$188600				
		Land Value	Value \$25000				
		Improvement Value	Value \$149200				
		Accessory Value	Value \$14400				

(Note: Not to be used on legal documents)

Date created: 8/19/2021
 Last Data Uploaded: 8/19/2021 6:01:43 AM

Developed by  **Schneider**
 GEOSPATIAL

DeA.WR.081821.SecondBaptisChurch

Request for de-annexation received 08/18/2021 – Agenda 9/7/2021 – 30th Day 09/17/2021

City Property to be De-Annexed From: Warner Robins

Property Location: A portion of the property owned by Second Baptist Church of Warner Robins, northwesterly tip that touches the neighboring property located at 116 Golden Pond Blvd.

Parcel ID: 0W1330 005000 and 00102G 039000

Zone Change: None

Debra Presswood – No comments or concerns listed.

Tom Hall – Comments: This will clear up an encroachment onto property of Second Baptist Church. The lot the encroachment belongs to is in the unincorporated county.

Concerns: I have no concerns.

Chief Stoner – Comments: None

Concerns: None

Tim Andrews – Comments: No comments.

Concerns: No concerns.

James Moore – Comments: I have no objections the de-annexation and combination of lots.

Concerns: None listed.

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

Terry Dietsch – No comments or concerns listed.

Ronnie Heald – No comments or concerns listed.

Van Herrington – No comments or concerns listed.

Brian Jones – No comments or concerns listed.

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: No Comments

Concerns: No Concerns

Capt. Ricky Harlowe – No response.

9

The Norfolk Southern Corporation has proposed closing the railway crossing at Mt. Vernon Lane in Grovania. Engineering staff has consulted with residents of the area and recommends denial of the request for closure.



Norfolk Southern Corporation
1200 Peachtree Street, NE – Box 13
Atlanta, GA 30309-0036

July 8, 2021

Houston County Public Works
Attn: Robbie Dunbar-Director of Operations
2018 Kings Chapel Road
Perry, GA 31069

SUBJECT – Mt. Vernon Ln. - DOT # 729187R– Highway/Rail Grade Crossing Consolidation

Dear Mr. Dunbar:

Thank you for taking the time to speak with my authorized representative, Alexander Ricci, regarding the various reasons to pursue permanent closure of the Norfolk Southern railroad crossing at Mt. Vernon Ln. in Houston County.

Safety has always been a top priority at Norfolk Southern. Furthermore, we support the Federal Rail Administration's goal of consolidating 25% of the nation's public at-grade crossings. All railroads in the country have been tasked, by the FRA, to work with local communities to eliminate redundant crossings or un-needed crossings. Norfolk Southern has a program with incentive offers to assist your community with this consolidation process. This program exists because Norfolk Southern wants to prevent collisions with trains, which can result to injury or death.

The Norfolk Southern Grade Crossing Group would like to make an offer of \$25,000 for the permanent closure of **Mt. Vernon Ln. - DOT # 729187R** in Houston County, GA.

We ask for your assistance in informing the proper Houston County officials of our offer and the process for permanently closing the crossing at Mt. Vernon Ln. We look forward to working with you and the County on this important safety project.

It will be necessary for the County to pass a resolution vacating the crossing. Once this is done, NS will process the request for the incentive payment to Norfolk Southern senior management. When the check is sent, NS will then close the crossing by removing the asphalt from between the rails out to our right-of-way. This will be done at NS' expense. Norfolk Southern is also willing to install signage and barricades at the closed off crossing at NS' expense. These will be MUTCD compliant and will be the responsibility of the County to maintain after initial installation.

If you have any questions regarding this proposal, please give my authorized representative, Alexander Ricci, a call at 215-606-9972.

Sincerely,


W. R. Miller
NSR Public Safety Director

Our contractor on the Lake Joy Road Phase 5 project needs to temporarily close Glen Oaks Drive beginning Monday, September 13, 2021 for a maximum of seven days to install a cross drain. This action was contemplated in their contract. The appropriate notification, barricades and signage will be placed along the affected section as shown on their road closure/detour map. Staff recommends approval of this action.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the temporary road closure of Glen Oaks Drive for a maximum of seven days beginning on Monday, September 13, 2021. Robinson Paving Company will be responsible for the proper notification, barricades, and signage necessary to establish the proper detour route.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Houston County Board of Commissioners
From: Ronnie Heald, County Engineer *RJH*
Date: Wednesday, September 1, 2021
RE: Lake Joy Road Phase 5 (CW12-02, Bid No. 21-10)

OK
RJH

Glen Oaks Drive Closure and Detour

The contractor for the Lake Joy Road Phase 5 project, Robinson Paving Company, expects to begin a planned road closure for Glen Oaks Drive on Monday, September 13, 2021. Per the contract, the road is allowed to be closed for a maximum of 7 days. This is to install a double 42" diameter cross drain on Glen Oaks Drive

Attachments are pages SP 1 and SP -2 of the contact documents and the detour route with signage

Thank you.

Ronnie Heald

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
SECTION 108—PROSECUTION AND PROGRESS**

Project: Lake Joy Road Phase 5 Improvements
Project No. SPLOST CW12-02

Add the following to Subsection 108.08:

Intermediate Contract Time

1. Road Closure:

- A. Glen Oaks Drive from Lake Joy Road to Bluebird Ln will be closed for a maximum of (7) seven days during replacement of 2- 42-inch diameter cross-drain. Time charges begin the date the Glen Oaks Drive is closed to traffic and will continue until the Glen Oaks Drive re-opened to traffic.

Failure to open roadway to traffic as specified in Special Provision 150.11 will result in assessment of Liquidated Damages at the rate of \$ 1,000.00 per calendar day.

The above rates are cumulative and are addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

November 05, 2007

Revised July 23, 2014

Revised July 31 2020

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

SECTION 150 – TRAFFIC CONTROL

PROJECT: Lake Joy Road Phase 5 Improvements
Project No. SPLOST CW12-02

Add the following:

150.11 SPECIAL CONDITIONS

- A. Glen Oaks Drive from Lake Joy Road to Bluebird Ln will be closed during replacement of 2- 42" inch diameter cross-drain. The maximum number of consecutive days Glen Oaks Drive may be closed during the construction is (7) seven days. The Contractor shall route the traffic along fully signed and traffic controlled approved detour during this phase of construction. All work associated with necessary detour shall be included in the Lump Sum price bid for Traffic Control.

Failure to open roadway to traffic after (7) seven days will result in deduction as specified in Special Provision Section 108.08



Date: 07/26/2021 **Author:** Greg Burnette with Columbus Barricades, Inc. **Project:** New Plan
Comments: **Columbus Barricade & Safety**
RE: ROAD CLOSURE WITH DETOUR ROUTE
Location: LAKE JOY RD-GLEN OAKS RD CLOSURE
PRIME CONTRACTOR-ROBINSON PAVING COMPANY
www.columbusbarricades.com
6228 Macon Road
Columbus, Georgia 31907
Office (706) 868-1887
Fax (706) 868-6109
Email: columbusbarricade@gmail.com

Google

Creation
dated 9

Engineering staff is requesting approval to enter into an agreement with Bass Signal Corporation to replace the traffic signal and poles at the intersection of N. Houston Road and Dunbar Road. The proposed cost is \$43,500.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into an agreement with Bass Signal Corporation of Milledgeville at a total cost of \$43,500 for the replacement of the poles and traffic signal at the intersection of North Houston Road and Dunbar Road. This project is funded by the 2012 SPLOST.



Houston County Public Works

MEMORANDUM

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

To: Houston County Board of Commissioners

From: Ronnie Heald *RJH*

Date: August 19, 2021

CC: Robbie Dunbar, Ken Robinson

RE: Signal Replacement at North Houston Rd & Dunbar Rd

OK 

The City of Warner Robins has done a great job in maintaining the signal but at this time the signal needs to be replaced. The insulation on the wires have deteriorated causing bare wire to be exposed in some areas. The timber poles are badly spilt and starting to show damage. The lights and traffic box are antiquated making it hard to find bulbs and parts for maintenance.

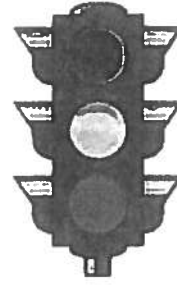
The Engineering Department requests permission to enter into an agreement with Bass Signal Corporation to replace the signal and poles located at the intersection of North Houston Road and Dunbar Road. The cost for the signal will be **\$43,500.00**, which can be funded out of SPLOST HC12-18 funds.

Attached is a copy of the proposal.

Thank you for your time and consideration with this request.



BASS SIGNAL CORPORATION
 251 Industrial Park Drive
 Milledgeville, GA 31061
 Sean Bass- seanb@bassignal.com



Phone: 478-453-7544
 Fax: 478-453-7387

August 10, 2021

Project: Houston Rd @ Dunbar Rd
 Location: Houston Co., GA
 Attn: Ken Robinson

Description	Units	Quantity	Unit Price	Total Price
TIMBER POLES WITH GUYS	EA	3	\$2,500.00	\$7,500.00
SIGNAL MATERIAL	LS	1	\$16,000.00	\$16,000.00
TRAFFIC SIGNAL INSTALLATION	LS	1	\$20,000.00	\$20,000.00
TOTAL				\$43,500.00

NOTES:

- *This quote is valid for 90 days
- *Our terms are net 30 days after completion of work
- *If you should have any questions or need any further information, please contact us

Sincerely,

Sean Bass
 seanb@bassignal.com



Overview



Legend

-  Parcels
-  Roads

Date created: 9/1/2021
Last Data Uploaded: 9/1/2021 6:02:48 AM

Developed by  **Schneider**
GEO SPATIAL

Engineering staff proposes entering into a professional services agreement on the St. Patrick's Drive Improvement Project with Saunders Engineering to complete the necessary construction plans to widen the roadway from US341 to the North Perry Parkway. The City of Perry has agreed to pay for half of the total cost.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement with Saunders Engineering Consultants, Inc. of Centerville for the St. Patrick's Drive Extension project construction plans for a lump sum fee of \$168,850. Houston County will be responsible for 50% of the total cost, or \$84,425, which will be charged to 320-4200-54.1400. The City of Perry will be responsible for the remaining 50%.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Robbie Dunbar, Director of Operations

From: Ronnie Heald, County Engineer *RJH*

Date: Thursday, August 26, 2021

CC: Allen Mason

RE: St. Patrick's Drive Road Improvement Project – Engineering Proposal

OK

The engineering department requests permission to enter into an agreement with Saunders Engineering Consultants, Inc., to complete construction plans for the St. Patrick's Drive Road project. Saunders Engineering is a local engineering firm that has provided engineering services for the County on numerous projects. Please find accompanying this memo, for your reference, a copy of Mr. Saunders' proposal. The fee for the work would be **\$168,850.00** and the time for the design would be 6 months from the Notice to Proceed by the County.

The probable cost of construction is estimated to be \$9,000,000.

I appreciate your consideration of this request.



August 25, 2021

Mr. Ronnie Heald, RLS
Houston County Board of Commissioners
2018 Kings Chapel Road
Perry, GA 31069

RE: *Engineering Fee Proposal for Completion of St. Patrick's Extension Construction Plans*

Dear Mr. Heald:

Saunders Engineering Consultants, Inc. appreciates this opportunity to submit a proposal for Engineering Services on the subject project. Saunders Engineering is a *local* engineering firm with its office located on Gunn Road in Centerville.

We understand the project will widen and extend St. Patrick's Drive from US 341 to the North Perry Parkway. The proposed right of way will be based on a 4-lane roadway separated by a raised median. Although the corridor has been aerially mapped, the topographic survey must be supplemented to include ground run items such as property lines, utilities, drainage, etc. We propose to use Wellston Associates to perform this surveying effort. Also, there appears to be some minor encroachment with wetlands.

Project Design & Construction Documents:

To design and produce plans for this project we will be utilizing software the Georgia Department of Transportation requires, Inroads and Microstation. The project will be designed to the posted speed and be in conformance to AASHTO's Green Book and the Manual on Uniform Traffic Control Devices.

In order to eliminate any low areas in the proposed curb line due to irregularities in the existing pavement, we propose to perform a three-point level analysis along the existing roadway. Based on this analysis, we will set a best-fit grade that will provide for the minimum overlay while ensuring that the curb and gutter drains to the catch basins as

Page 2
August 25, 2021

expected. Field observations revealed that several areas drain toward the roadside ditches. The proposed curb and gutter section will eliminate these ditches thereby trapping water behind the fill slope. We propose using GDOT STD 9031-S type inlets at the toe of the fill slopes, where required, to convey this water into the longitudinal drainage system. As part of our drainage design we will also check the condition as well as the capacity of the existing cross drains to ensure they are functioning properly and will not cause maintenance problems in the future. The roadway and storm drain system will be designed to minimize impacts to existing utilities.

Our services for this project will be in accordance with the attached St. Patrick's Drive Extension, Roadway Engineering Design Requirements

Our fee for the engineering services outlined above will be \$168,850.00 as broken out below:

- Complete Construction Plans and Contract Documents - \$150,000.00
- Traffic Engineering Services - \$18,850.00
 - Data Collection - \$2,250.00
 - Traffic Impact Study - \$6,950.00
 - Intersection Control Evaluation (ICE) - \$1,750.00
 - Signal Design - \$7,900.00

This proposal does not include environmental permitting which will be needed for construction. We have omitted this task since the work required is dependent on the source of construction funding.

The following is our proposed submission schedule:

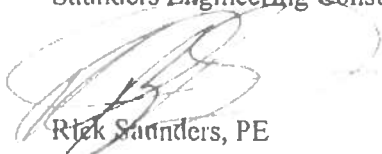
- Complete Construction Plans & Contract Documents - 6 Months

The following are our hourly rates for any additional design work above the scope of this proposal:

- Principal - \$195.00
- Professional Engineer - \$165.00
- Project Engineer - \$115.00
- Cad Operator - \$75.00
- Clerical - \$50.00
-

We appreciate this opportunity, and look forward to working with you. Should you have any questions please give me a call.

Sincerely,
Saunders Engineering Consultants, Inc.



Rick Saunders, PE

CONFIRMATION OF ASSIGNMENT

Project Name: St Patricks Extension – Construction Plans
Project Address: Houston County, Georgia
Saunders Engineering Consultants, Inc. Project Number: Pending

CLIENT:

Name: Mr. Ronnie Heald, RLS
Houston County Public Works
Address: 2018 Kings Chapel Road
Perry, GA 31069

SAUNDERS ENGINEERING CONSULTANTS, INC.

Name: Saunders Engineering Consultants, Inc.
Address: 104 C Gunn Road Centerville, GA 31028
Phone/ Fax: (478) 953-1228; (478) 953-1248 fax
Representative: Rick Saunders, PE

DESCRIPTION OF ASSIGNMENT AND SERVICES

As stated in attached proposal letter dated August 25, 2021

FEE BASIS:

Lump sum due on receipt of invoice

As evidenced by the signatures below, the CLIENT and SAUNDERS ENGINEERING CONSULTANTS, INC., (SEC) agrees to carry out the SERVICES in accordance with the Conditions below:

Authorized Client Representative



Authorized SEC Representative

Ronnie Heald, RLS

Name (Please Print)

_____ Date

Richard B. Saunders, PE

Name (Please Print)

8/25/21

Date

CONDITIONS:

1. Saunders Engineering Consultants, Inc., will provide services with applicable codes and bylaws and will exercise the standard of care, skill, and diligence required by customarily accepted professional practices and procedure normally provided in the performance of the SERVICES contemplated in this AGREEMENT at the time and the location in which the SERVICES were performed.
2. Fees for SERVICES will be performed at time basis rates unless noted otherwise.
3. Reimbursable expenses are in addition to fees for performance of the Services. An administrative charge will be added to all reimbursable expenses.
4. Invoices for fees and reimbursable expenses are due and payable by the CLIENT within thirty (30) days of the date of the invoice without hold back. Interest on overdue accounts will be charged at the rate of 2% per month. Saunders Engineering Consultants, Inc., reserves the right to discontinue services in the event of non-payment.
5. If the project is suspended for more than thirty (30) calendar days in the aggregate, Saunders Engineering Consultants, Inc. shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the demobilization and remobilization costs.

Chief Tax Appraiser James Moore has requested approval to move forward with the budgeted Mobile Assessor/Data Cloud program for his department. County Attorney Tom Hall has reviewed the necessary contract with Woolpert, Inc., dba Data Cloud Solutions.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing the Software License and Related Professional Services Agreement with Data Cloud Solutions (Woolpert, Inc.) for the Tax Assessor Mobile Assessor field appraisal program. Total cost for the fiscal year is \$43,440 (Software License cost of \$29,640, six iPad Pro Generation 3 LTE totaling \$8,100, and prorated maintenance costs of \$5,700).

Houston County Board of Tax Assessors

201 Perry Parkway

P. O. Box 1199

Perry, Georgia 31069

(478) 218-4750

www.houstoncountyga.com

Main Number
(478) 218-4750
Fax (478) 218-4755

Personal Property:
(478) 218-4760
Fax (478) 218-4775

Mapping / GIS
(478) 218-4770

Assessors

William E. Fowler Jr., Chairman
Brian C. Jones, Vice-Chairman
Joyce J. Herndon
Ronald B. Grace
David W. Grossnickle

August 27, 2021

Chairman Tommy Stalnaker
200 Carl Vinson Pkwy
Warner Robins, GA 31088

Dear Chairman Stalnaker,

Our contract with Woolpert for our Mobile Assessor/Data Cloud hardware and software has been reviewed by Mr. Tom Hall. I have enclosed a copy of the contract to be signed by the Chairman. We request that this contract renewal be put on the agenda for approval by the Board of Commissioners at their next meeting on September 7th. Thank you for your attention on this matter.

Respectfully,



James Moore, Chief Appraiser
Houston County Tax Assessor's Office
201 Perry Pkwy
Perry, GA 31069

**SOFTWARE LICENSE and
RELATED PROFESSIONAL SERVICES
AGREEMENT**

**APPRAISAL TECHNOLOGY INTEGRATION
TO FACILITATE HOUSTON COUNTY, GA'S DISCOVERY & APPRAISAL
OF REAL ESTATE AND EQUALIZATION OF VALUES**

This Software License and Professional Services Agreement ("Agreement") is made as of the effective date specified in this agreement by and between Woolpert, Inc. d/b/a Data Cloud Solutions, a Woolpert Company ("Woolpert" or "Supplier") an Ohio corporation having a principal place of business at 1730 N. Limestone St., Springfield, OH 45503 and Houston County Board of Commissioners, 200 Carl Vinson Pkwy, Warner Robins, GA 31088 ("Customer"). Collectively, Supplier and Customer shall be known as the Parties.

RECITALS

WHEREAS Customer, pursuant to state law, is responsible for uniform and accurate real estate assessments according to fair market value, and

WHEREAS Customer has the desire to acquire and implement a number of technology-based resources for improved and more cost-efficient performance of assessment demands and responsibilities, and

WHEREAS Customer has instituted a performance plan for the discovery and valuation of new construction, scheduled appraisal updates, and on-going equalization based upon the approach of empowering in-house resources in conjunction with its already implemented technologies (e.g., GIS) and CAMA databases without requiring a time-consuming rollout period, and

WHEREAS Customer wishes to now bring those technologies and databases into an integrated and synchronized mobile environment for onsite property data verification and correction, new construction data collection, Board of Equalization and appeal related property reviews, and values equalization including scheduled appraisal updates and on-the-fly uniformity assurance efforts, and

WHEREAS Supplier is engaged in the business of developing and selling **CAMA CloudSM software**; including MobileAssessorSM, and its desktop Administrative & Quality Control modules (hereinafter referred to as "Software"), and providing services with respect to same;

WHEREAS Supplier possess the expertise and the resources to perform the professional services as required to meet the herein stated goals and requirements of Customer.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

- 1) Term.** This Agreement, including the End User License Agreement (“EULA”) attached hereto and incorporated herein by reference, and in which Customer shall be referred to as “Licensee”, shall **commence on August 30 or the Effective Date of this Agreement (page 8) and end on June 30, 2027** then automatically renew each subsequent year with annual maintenance and support running from June 1 through July 31 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term. The services hereunder shall be provided by Supplier in accordance with the following schedule:
- a) Project Start & Implementation:** beginning the later of November 23, 2021 or 15 days after Supplier receives remote access to Customer’s CAMA system (a.k.a. “WinGap”) and ending within 45 days thereafter.
 - b) Delivery of Production Software and training:** beginning the later of February 15, 2022 or 90 days after Supplier receives remote access to Customer’s CAMA system; unless a later date is preapproved by Customer
 - i) Provided that Customer has provided Supplier with remote access to install Software on a server or virtual machine with **ODBC access to the CAMA database and read/write privileges to the photo storage directories on or before December 7, 2021.**
 - ii) *Each day after August 30, 2021 that this Agreement isn’t fully executed, or each day after December 7, 2021 that the above referenced remote access isn’t provided to Supplier; then, Supplier may shift all delivery dates by one or more days, at Supplier’s sole discretion.*
 - c) Maintenance and support:** June 1, 2021 – 11:59pm to July 31, 2027, then automatically renew each subsequent year with annual maintenance and support running from June 1 through July 31 of the subsequent year until Customer provides written notice to terminate no less than 60 days prior to an upcoming renewal term.
- 2) Scope of Services.** Supplier shall provide to Customer professional services regarding the provision, set-up, and implementation of up to **67,000 real property accounts**; and training of Software on Customer hardware, including:
- a) Six (6) field appraiser iPad Pro Generation 3 (11”) LTE** (or newer with an A12, 64-bit architecture; or better, e.g., A14) machines loaded with Customer’s technology-based resources including CAMA data, GIS data, and up to one street level photograph of each parcel.

Each of the CAMA CloudSM licensed devices (**6 mobile + 4 desktop administrative consoles**) can be operated in at least one or more combinations of the following functions (depending on final configurations, role settings, and mobile field appraisal versus office quality control):

- Automated/Dynamic parcel visitation routing
- New construction field listing
- Updated street level photography
- Sales and market data validation
- Desktop review of properties via the admin console with streaming dashboards, Quality Control, Tracking, and Reporting modules
- Reappraisal data verification / collection
- Market areas statistical review and delineation notation

- Land and building values equalization review
- Reappraisal valuations final field review
- Administrative monitoring of work performance with real-time management QC review, management of field operations, live mobile application tracking, and audit trails.
- Appeals' field checks

- b) Configuration assistance of **Six (6)**, Woolpert provided, iPad Pro Generation 3 (11") LTE (or newer with an A12, 64-bit architecture; or better) mobile devices with protective cases and anti-glare screen protectors.
- c) Onsite, hands-on training of Customer in the use of Software, including the field appraisal functions and administrative management functions; not to exceed 2.5 days in total. Onsite training shall be in conducted in the following allotment(s):
- i) no more than one session containing 3 consecutive business days; and
 - additional days of training can be purchased on an as-needed basis.

Any onsite training or professional services (including any excess) shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- d) Software as a Service (SaaS) hosting and implementation, covering all pertinent residential real property CAMA data-field mapping (see ii below), by Supplier for the duration of licensed use by Customer.
- i) Customer must provide CAMA data, GIS shapefiles, and subject matter experts related to Customer data, workflow, and business processes in a format and manner deemed acceptable by Supplier (e.g., Microsoft Access database, csv's, and/or SQL export; parcel boundaries shapefile, etc.). All such data provided by Customer shall remain the property of Customer, notwithstanding anything in this Agreement, including "B", to the contrary.
 - ii) Up to 200 read-only fields and 200 editable fields, across 20 CAMA tables or less (excluding lookup/reference tables). Each extra read-only field would require an additional \$100 one-time fee plus \$25/field/year in additional annual maintenance and support. Each extra editable field would require an additional \$500 one-time fee plus \$150/field/year in additional annual maintenance and support. Each extra CAMA table would require an additional \$1,500 one-time fee plus \$500 per CAMA table above 20, per year, in additional annual maintenance and support. If additional data or tables above and beyond the included quantities listed above are requested by Customer, then Supplier may shift all delivery dates by one or more days, at Supplier's sole discretion.
- e) Standard Maintenance and Support as described in this Agreement & the attached EULA. In the event of any conflict between the provisions of this Agreement and the EULA, the terms of this Agreement shall control.
- *Premium Support and Professional Services are available for an additional time and materials fee, or a discounted rate for longer term commitments. Some examples of premium services include analyses of Customer specific use cases by Supplier staff with executive authority with regard to software enhancements, change orders, and project management decisions; including, (a) mobile device mass appraisal and integrated field review best practices, (b) business process/requirements analysis, change management, and workflow optimization, and (c) appraisal analytics, consultation, and rates development. Onsite observations and findings*

shall be applied to Software training as applicable to the proper collection and incorporation of market data.

Any professional services in excess of the amounts described in this Agreement shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 3) License and Professional Fees for Software and/or Hardware Services.** All licensing and implementation services set forth in this Agreement shall be completed for a sum not to exceed **\$26,640 plus \$1,850 per mobile license granted in this Agreement** (reference Section 2a).
- a) All bills properly rendered shall be due within thirty (30) days of the date of the invoice. Any bill unpaid after thirty (30) days shall be subject to a one percent (1%) per month interest rate for each month or part thereof that the bill remains unpaid.
 - i) 100% of Software license and Professional fees (\$29,640) plus 100% of Hardware services (\$8,100) shall be invoiced upon the CAMA Cloud Synchronization Service being installed on Customer's server. *First installment not to exceed \$37,740.*
 - b) Customer may add additional licenses after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order estimate/quote from Supplier,
 - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
 - (3) 100% of additional license fees are paid within 30 days of activation,
 - (a) additional mobile licenses can be purchased set at then current rates, each, and
 - (b) additional desktop administrative console licenses are \$1,000 each.
 - c) Customer may add additional CAMA CloudSM modules and upgrades after the execution of this Agreement under the following conditions:
 - (1) Customer requests a Purchase Order estimate/quote from Supplier,
 - (2) Customer provides purchase authorization via Purchase Order provided to Supplier,
 - (3) 100% of additional upgrades fees are paid within 30 days of activation,
 - (a) additional modules will be set at then current rates,
 - (b) additional upgrades will be set at then current rates.
 - d) If Customer determines that Supplier is not in compliance with the terms of this Agreement, Customer may suspend payments until Supplier is in compliance with the terms and conditions of this Agreement.
 - i) Full payment by Customer to Supplier shall be immediately due if the parties agree that Supplier was not able to fulfill the requirements of this Agreement due to any inability of Customer to rectify any unreasonable working environment issues, for which Customer is accountable for, that interferes with Supplier's ability to successfully complete agreed upon services.
- 4) Annual SaaS, Maintenance and Support Fees for Software.** Yearly annual maintenance and support for which Customer shall be responsible to pay Supplier an annual sum not to exceed **\$9,561.80 plus \$462.50 per mobile license**. Customer will be entitled to product Updates during the term of this Agreement, which include releases that correct identified errors in Software

(including revisions or dot releases), and product Upgrades, which are subsequent versions of Software, and provide new or enhanced functionality.

- a) Full (non-discounted) annual maintenance begins July 1st of each year and the first full annual total is due no later than July 31, 2022.
 - i) 100% of pro-rated/discounted Annual Maintenance and Support fees ^(\$12,336.80 less pro-rata and miscellaneous discounts \$6,636.80 = \$5,700) shall be invoiced within 15 days after the first day of Customer field appraisal staff receiving any training as referenced in Section 2 above. ***Discounted SaaS maintenance and support fees through September 30, 2022 not to exceed \$5,700 (estimated due date between December, 2021 – March, 2022).***
 - b) Yearly annual maintenance and support fees may increase to then current rates if Customer adds additional modules, switches CAMA systems, or upgrades after the execution of this Agreement as referenced in Sections 3)b) and 3)c).
 - c) There is no credit or refund in the one-time license fees if the quantity of mobile licenses or upgrades is decreased at any point in the future, but the annual maintenance and support fees shall decrease by the then applicable and respective maintenance rate(s) per removed license or upgrade, per year.
- 5) Supplier will provide standard support services on Software products in use by Customer and will use reasonable efforts to respond to all service inquiries within two (2) business days. However, Supplier cannot guarantee response times for those inquiries requiring substantial research or if Customer does not provide sufficient details or reproduction steps.
 - a) For each software product for which Customer has purchased, they will be provided with installation, basic set-up, problem analysis, problem resolution, and preventative or corrective service information and efforts to reproduce and correct errors identified by Customer or determine that errors are not reproducible.
 - b) Example: The 7/1/2021 – 6/30/2022 pro-rated and discounted maintenance amount of \$4,700 will be due between December, 2021 – March, 2022. Then the first full year annual maintenance and support of \$12,336.80 shall be due by 7/31/2022; then the second full year annual maintenance and support of ~\$12,336.80 shall be due by 7/31/2023; then the third full year annual maintenance and support of ~\$12,336.80 shall be due by 7/31/2024; then the fourth full year annual maintenance and support of ~\$12,336.80 shall be due by 7/31/2025; then the fifth full year annual maintenance and support of ~\$12,336.80 shall be due by 7/31/2026 for which maintenance and support shall expire at the end of 6/30/2027 if Customer provided a sixty (60) day notice to cancel, else renew annually until such notice is provided.
 - (1) ~Each of the above amounts can increase or decrease based upon the then current, applicable, and respective number of licenses or upgrades added or removed after the execution of this Agreement, in accordance with Sections 3 and 4; or, if in the event of no upgrades then the annual maintenance amounts may increase by an amount not to exceed 3.5% from one year to the next.
- 6) **Reimbursement of Expenses.** Supplier shall be responsible for all direct expenses of Supplier with regard to its performance of its services under this Agreement, including travel, lodging and per diem expenses; with exception for any support or professional services in excess of any of the above-described hours/days/licenses shall be billable by Supplier to Customer on a time and materials basis, as may be needed and only as preapproved by Customer.

- 7) **Mutual Mediation Clause.** This section is unused but remains in place for reference that Houston County requested the removal – as they don't mediate.
- 8) **Non-Waiver by Parties.** No act or omission of any party shall be construed as constituting or implying a waiver by such party of any default hereunder or of any breach or non-observance of the provisions hereof on the part or the other party or as a surrender of any of the rights of such party resulting therefrom, unless expressly consented to in writing by the party waiving such right.
- 9) **Confidentiality.** The parties agree to hold each party's confidential information in strict confidence and to take reasonable precautions to protect such confidential information (including, without limitation, all precautions each party employs with respect to its own confidential information); unless disclosing-party of confidential information authorizes disclosure in writing. Customer shall not be in breach of this Agreement, including Exhibit "A", in the event Customer is required by law, court order or enforceable subpoena to turn over any information, software or other data that is otherwise confidential hereunder. Provided however Customer will give Supplier written notice within twenty-four hours of Customer's receipt of any request, order or subpoena to allow Supplier to seek whatever protections it deems advisable against such disclosure.
- 10) **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect under the laws governing this Agreement or its performance, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions had never been contained herein.
- 11) **Amendments.** This Agreement may not be modified or changed in any respect whatsoever except by written amendment signed by each party.
- 12) **Designated Representative.** Any notice that must be given under the present Agreement must be communicated in writing at the following addresses:
- Person in charge of this project who will be available, knowledgeable, and authorized to execute binding agreements on behalf of Supplier or Customer:
- | | |
|--|--|
| Woolpert: Daniel T. Anderson * | Customer: Amanda Clark** |
| E-mail: daniel.anderson@woolpert.com * | Copy: aclark@houstoncountyga.org** |
| <i>*or then current Data Cloud Solutions' Practice Leader,</i> | <i>**or then current Chief Appraiser</i> |
| <i>Copy to: jon.downey@woolpert.com</i> | |
- 13) **Entire Agreement.** The present Agreement, attached Schedules, and/or Purchase Orders constitutes the full and complete understanding and agreement of Supplier and Customer (and Software Licensee) and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement may be supplemented by one or more Purchase Orders, which will be deemed to be part of this Agreement when signed by each party.

*** The remainder of this page intentionally left blank. ***

THE PARTIES HEREBY AGREE TO ALL OF THE ABOVE TERMS AND HAVE EXECUTED THIS AGREEMENT BY A DULY AUTHORIZED REPRESENTATIVE.

EFFECTIVE DATE: ____ [_____] _____

ACCEPTED BY:
Woolpert, Inc.

ACCEPTED BY:
Houston County Board of Commissioners

Authorized Signature, Daniel Anderson

Authorized Signature, Tommy Stalnaker

Vice President, Practice Leader (DCS)

Chairman

Title

Title

The undersigned Board secretary and/or custodian of records hereby certifies that the above and foregoing SOFTWARE LICENSE AND RELATED PROFESSIONAL SERVICES AGREEMENT FOR APPRAISAL TECHNOLOGY INTEGRATION TO FACILITATE HOUSTON COUNTY'S DISCOVERY & APPRAISAL OF REAL ESTATE AND EQUALIZATION OF VALUES, was approved.

Authorized Signature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of an amount not to exceed **\$43,440 payable prior to April, 2022** is hereby authorized.

Funds for future years are subject to appropriation in the Customer's then current annual budget and are not guaranteed, but are projected to be \$12,336.80 - \$13,700 payable in July of each subsequent year (beginning July 1, 2022) for ongoing annual maintenance and support. **See Section 3-5 for proposed schedule of payments' due dates.**

Date

Authorized Signature
Account No. (if applicable) _____

EXHIBIT "A"

End User License Agreement

DEFINITIONS.

1.1 "Purchase Order" has the meaning set forth in Section 2.

1.2 "Floating User" means the number of undesignated concurrent users specified in any Purchase Order who may simultaneously access and use the Licensed Software, subject to the license granted herein.

1.3 "Named User" means the number of users specified in any Purchase Order who are employees or authorized contractors of Licensee and specifically designated to use the Licensed Software, subject to the license granted herein.

1.4 "Licensed Software" means the proprietary software of Data Cloud Solutions, a Woolpert Company (in object code format only) and related documentation that is identified in any mutually agreed upon Purchase Order or Agreement.

1.5 "Business Unit" means the specific county division or operations unit identified in a Purchase Order for which Licensee is authorized to use the Licensed Software.

1.6 "Intellectual Property Rights" means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

2 PURCHASE ORDERS.

2.1 Licensee may issue to Data Cloud Solutions, a Woolpert Company ("Woolpert", "Woolpert, Inc.") written Purchase Orders identifying the Licensed Software and services Licensee desires to obtain from Woolpert (the "Purchase Order(s)"). Such Purchase Orders shall be consistent with the terms and conditions of this Agreement. It is the parties' intent that a quote/estimate be generated by Woolpert for each Purchase Order Licensee intends to issue to Woolpert. Woolpert shall accept any mutually agreeable Purchase Orders or alterations thereto which do not establish new or conflicting terms and conditions from those set forth in this Agreement and the exhibit(s) attached hereto or entered into pursuant to the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the applicable terms of this Agreement shall prevail over the conflicting terms of such Purchase Order. Woolpert may reject a Purchase Order that does not meet the conditions

described above by promptly providing to Licensee a written explanation of the reasons for such rejection. Each executed Purchase Order shall be attached hereto and incorporated herein as Purchase Order 1, 2, et seq.

3 LICENSE.

3.1 Grant of License. Subject to the terms of this Agreement and any applicable Purchase Order, Woolpert hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific business purposes and Business Unit (if applicable), and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Licensee to use the Licensed Software, subject to the number of Floating Users and/or Named Users specified in the Purchase Order.

3.2 Prohibited Uses. Licensee may not (i) transfer all or any portion of the Licensed Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Licensee or affiliates of Licensee, (ii) reinstall or use the Licensed Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Woolpert, (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this Agreement, (iv) make copies of the Licensed Software other than for backup, training, testing or other internal support reasons, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Licensee. Licensee may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Licensee may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Licensee may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3.3 Designated Hardware. Licensee agrees to operate the Licensed Software on hardware meeting or

exceeding the requirements as specified in a Purchase Order or this Agreement or otherwise recommended by Woolpert. Licensee acknowledges and agrees that the License is restricted to county/Customer operations only, and that the Licensed Software may not be installed on hardware not owned and operated by Licensee.

3.4 Database Objects of Licenses Software. Licensee agrees that the database objects created by Woolpert and its architecture are key components of Licensed Software that is also being licensed concurrently with this Agreement. The database objects may be subject to copyright protection by Woolpert. Licensee acknowledges that any alteration of the database objects – even in the case of changing data that may be owned by Licensee – that is performed by software that is not the Licensed Software and/or by an agent that is not associated with Woolpert is inconsistent with the License granted under this Agreement and may cause the Licensed Software to malfunction or affect the integrity of the data in the License Software database and/or Customer's CAMA database, and that Woolpert can no longer warrant the accuracy of the data or the above referenced databases. Licensee shall not permit any third party or third-party software product to access the Licenses Software database objects except with the prior written consent of Woolpert.

SERVICES.

4.1 Professional Services. Woolpert shall provide professional services ("Services") as described in Purchase Orders to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Purchase Orders. Subject to the mutual agreement of the parties in a Purchase Order or this Agreement, Woolpert personnel will perform these Services at the rate and charges set forth in such Purchase Order; plus applicable travel, meal and lodging expenses if preapproved by Customer.

4.2 Maintenance and Support Services. Woolpert shall provide maintenance and support services ("Maintenance") as described in Purchase Orders or this Agreement to maintain the Licensed Software and to provide technical support, Licensed Software updates, and other services as described in Purchase Orders or this Agreement. Unless otherwise set forth in an applicable Purchase Order, support calls for service will be provided during normal business hours, and will be responded to in a maximum of 2 days for standard inquiries and 3 hours for emergency inquiries from the time the call was placed or 6 hours for premium support services (if purchased); or otherwise resolved as soon as reasonably possible as defined within this

Agreement. Licensee understands and agrees that if Licensee discontinues and then resumes the use of Maintenance, Licensee will be required to pay Woolpert the entire Annual Maintenance and Support Services Fees for the period of discontinuance, plus any Maintenance Services then commencing.

5 FEES AND EXPENSES.

5.1 In consideration for the License and the Services and Maintenance to be provided by Woolpert, Licensee shall pay the fees as indicated in this Agreement. Licensee will pay such fees within thirty (30) days of the date of the invoice, unless otherwise mutually agreed to by Parties. Thereafter, all past due balances shall accrue interest at the rate of 1% per month. Licensee agrees that the SaaS CAMA CloudSM applications are available only through a rental time-based subscription basis and the failure to pay any fees related thereto greater than sixty (60) days shall permit Woolpert to deny Licensee- without notice - access to those aspects of the Software until full payment for all amounts owing are paid in full.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

6.1 Licensee understands and agrees that the Licensed Software, related data, documentation, and all other information and materials provided by Woolpert to Licensee (the "Proprietary Information") are confidential and that Woolpert has and will have exclusive Intellectual Property Rights in such Proprietary Information. Notwithstanding the foregoing, Woolpert understands and agrees that Licensee is subject to its state's Open Records Act. Woolpert further understands that information which Woolpert considers or treats as confidential may be made public or disclosed to members of the public, if such disclosure is required by law.

6.2 Licensee acknowledges and agrees that no title or ownership of the Licensed Software or any of Woolpert's Intellectual Property Rights is transferred to Licensee by this Agreement and that the Licensed Software and all Intellectual Property Rights are and will remain the exclusive property of Woolpert. Except as otherwise expressly set forth in any Purchase Order or this Agreement, Woolpert shall own all right, title, and interest in and to all Deliverables that are written or created by Woolpert personnel alone or jointly with Licensee or third parties in connection with this Agreement. "Deliverable" shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to Licensee under this Agreement in connection with a Purchase Order.

6.3 Licensee agrees not to make any claim or representation of ownership of any of the Licensed Software and all related data, documentation and other materials, including any Deliverables. Subject only to

the rights expressly granted to Licensee under this Agreement according to the non-exclusive License herein, all rights, title and interest in and to the Licensed Software including without limitation the Proprietary Rights will remain with and belong exclusively to Woolpert. This is a software license agreement and not an agreement for the sale of the Licensed Software.

6.4 Except as required or prohibited by law, Licensee agrees to keep all Licensed Software (including all related data, documentation and other materials) and other confidential information of Woolpert confidential and agrees not to sell, assign, distribute or disclose any Licensed Software or any portion of the Licensed Software to any other person or entity. Licensee agrees to advise its employees, agents and consultants of the confidential and proprietary nature of the Licensed Software (including all related data, documentation and other materials) and of the restrictions imposed by this Agreement, and agrees to confine access to Licensee's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement. Except as required or prohibited by law, demonstrating the capability of the system to competing property assessment jurisdictions, competing vendors, and/or competing agents/consultants shall be a disclosure of the Licensed Software that constitutes a material breach of this Agreement.

6.5 Woolpert agrees to keep confidential all of Licensee's confidential information, and agrees not to sell, assign, distribute or disclose any such confidential information to any other person or entity. Woolpert agrees to advise its employees, agents, and consultants of the confidential and proprietary nature of such confidential information and of the restrictions imposed by this Agreement, and agrees to confine access to Woolpert's employees, agents and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement and by law.

6.6 The provisions of this Section 6 apply to the Licensed Software as originally delivered by Woolpert and as modified or otherwise enhanced and to any data, documentation, other materials and information regarding the Licensed Software that has been given to Licensee prior to the Effective Date, and apply to Licensee and to all employees, agents, consultants and affiliates of Licensee.

6.7 To the extent that Licensee is authorized by law to do so, Licensee agrees to assist Woolpert in stopping and preventing any possession or use of the Licensed Software (including all related data, documentation and other materials) by any person or entity not authorized by this Agreement to have such

possession or use, and will cooperate with Woolpert in any litigation that Woolpert determines is reasonably necessary to protect the Proprietary Rights.

6.8 The parties agree that any breach of the provisions of this Section 6 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages. Woolpert further agrees that, to the extent that any disclosure of information is required by law, or the concealing of information is prohibited by law, including information of any type considered under this Agreement to be confidential, Woolpert shall not be entitled to any damages or other legal or equitable relief whatsoever.

7 INDEMNITY.

7.1 Woolpert will indemnify and defend Licensee, at Woolpert's expense, against any claim or any action brought, and will pay any and all costs, liabilities, expenses, settlements, or judgments finally awarded in favor of a third party against Licensee, based upon any claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, provided that Licensee: (i) promptly notifies Woolpert in writing of any such claim; (ii) gives Woolpert full authority and control of the settlement and defense of the claim; (iv) has not made any admission or offer to settle and (iv) fully cooperates with Woolpert in the defense of such claims, including providing adequate assistance and information. Woolpert shall keep Licensee informed of, and consult with Licensee in connection with the progress of such litigation or settlement. Woolpert may not settle any Claim unless it unconditionally releases Licensee of all liability. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Woolpert's prior written consent.

7.2 This indemnity does not apply to, and Woolpert will have no obligation to Licensee for, any infringement claim that arises from: (i) any modification to the Licensed Software by anyone other than Woolpert unless approved in writing by Woolpert; (ii) modifications made by Woolpert at Licensee's request in compliance with Licensee's design, specifications or instructions; (iii) use of the Licensed Software other than as specified in this Agreement or in the applicable documentation; (iv) use of the Licensed Software in conjunction with third-party software, hardware or data other than that with which the Licensed Software is specifically designed to be used, solely as expressly specified in the documentation or this Agreement, or (v) use of a prior version of the Licensed Software, if the infringement

claim could have been avoided by the use of the current version of the Licensed Software.

7.3 If an infringement claim arises, or in Woolpert's reasonable opinion is likely to arise, Woolpert may at its own expense and in its own discretion obtain for Licensee the right to continue using the Licensed Software, modify the Licensed Software to make it non-infringing, or substitute other Licensed Software of substantially similar capability and functionality. If none of these options are reasonably available to Woolpert, Woolpert may terminate the License for the infringing Licensed Software and refund to Licensee the License fee paid for the infringing Licensed Software, less a reasonable charge for Licensee's use of the Licensed Software prior to such termination. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF WOOLPERT AND THE EXCLUSIVE REMEDIES OF LICENSEE WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR INTELLECTUAL PROPERTY RIGHTS VIOLATIONS.

8 WARRANTY AND LIMITATION OF LIABILITY.

8.1 Woolpert warrants that as of the Effective Date of this Agreement, (i) it has the authority to grant the License under this Agreement to Licensee; (ii) any Services provided under this Agreement and any Purchase Orders will be performed in a professional and workmanlike manner; and (iii) the Licensed Software will conform substantially to its documentation for thirty (30) days from go-live delivery. Licensee's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Licensed Software or reperformance of any applicable Services within a reasonable time.

8.2. WOOLPERT MAKES NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. WOOLPERT DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR ANY APPLICABLE PURCHASE ORDER, WOOLPERT HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

9 TERM AND TERMINATION.

9.1. The term of this Agreement shall begin on the Effective Date and continue in effect until terminated as provided herein or otherwise stipulated in the Agreement. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the

giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period. If Licensee breaches any provision of Section 3 or Section 6, Woolpert may terminate this Agreement immediately upon written notice to Licensee. Upon termination, Licensee shall immediately destroy all copies of the Licensed Software, and certify to Woolpert that it has retained no copies of the Licensed Software. Upon termination, regardless of the reason for termination, Licensee shall pay Woolpert all undisputed Fees or expenses then due or incurred up to the time of termination. The rights and responsibilities of the parties pursuant to paragraphs 3.2, 5, 6, 8.2, and paragraph 10 shall survive the expiration or termination of this Agreement.

9.2 NON-APPROPRIATION. Woolpert acknowledges that Licensee is a governmental entity and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of Licensee's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Licensee thirty (30) days after written notice to Woolpert of the non-appropriation of public funds. It is expressly agreed that Licensee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. Any services performed by Woolpert prior to its receipt of notice of the Licensee's intent to terminate this Agreement in accordance with this paragraph shall nonetheless be paid to Woolpert, including all non-refundable amounts.

10 MISCELLANEOUS.

10.1 Except for Customer's obligation to pay Woolpert, Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.

10.2 This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that (i) Licensee may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Woolpert, and (ii) Woolpert may only transfer or assign its rights

and obligations under this Agreement to an affiliate, in connection with a merger or acquisition or in connection with a corporate reorganization.

10.3 No delay, omission or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

10.4 Woolpert and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent or legal representative of the other for any purpose.

10.5 This Agreement will be governed by and construed in accordance with the laws of the United States and the state of Customer's address as entered prior to the Recitals of this Agreement, without respect to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement.

10.6 If any provision of this Agreement or compliance by any of the parties with any provision of this Agreement constitutes a violation of any law, or is or becomes unenforceable or void, then such provision, to the extent only that it is in violation of law, unenforceable or void, shall be deemed modified as necessary so that it is no longer in violation of law, unenforceable or void, and such provision will be enforced to the fullest extent permitted by law. If such modification is not possible, such provision, to the extent that it is in violation of law, unenforceable or void, shall be deemed severed from the remaining provisions of this Agreement, which provisions will remain in full force and effect.

10.7 In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.

10.8 This Agreement will be a public document and will be subject to disclosure under the Open Records Act. Subject to the confidentiality restrictions set forth in Section 6 above and applicable law, the parties may create and distribute media releases, public announcements, or make public disclosures regarding the existence of the Agreement and such releases, announcements and disclosures may include the name trademark or logo of either of the parties, and be posted on the parties respective web sites. Any media release or public announcement by Licensee regarding this Agreement shall be subject to prior approval by Woolpert. Woolpert may disclose Licensee's name on a list of customers.

10.9 This Agreement will become effective only upon execution of this Agreement by an authorized officer of Woolpert and Licensee.

10.10 Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of facsimile if sent by confirmed facsimile, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Woolpert shall be sent to: Woolpert, Inc. 4454 Idea Center Blvd., Dayton, Ohio 454304.

10.11 The Uniform Computer Information Transactions Act does not apply to this Agreement.

10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Such counterparts may be sent via facsimile or in PDF format via email.

Staff recommends award of the Courthouse Access Controls project to BTV Systems of Macon in the amount of \$59,439. This will upgrade the existing access control system and allow for integration to the new State Court expansion. The project was originally intended to be a part of the State Court expansion project but was value engineered out due to budget constraints. This system will also be compatible with the BTV system installed at the Annex Building, the new Houston County Government Building, and the HEMA and Fire Headquarters on Lake Joy Road.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Courthouse Access Controls project to BTV Systems of Macon in the amount of \$59,439



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: Michael Phillips, Facilities Superintendent *MP OK*

Date: August 19, 2021

Re: Courthouse Access Controls

Staff would like for the Board of Commissioners to consider the attached proposal to upgrade access controls at the Houston County Courthouse from **BTV Systems**. The estimated cost for this project is **\$59,439.00**. This project was previously value engineered out of the State Court Expansion project and has been reviewed and approved by the MIS Department, the Sheriff's Department, Public Buildings, and Purchasing.

Thank you for your consideration of this request.

Attachments: Proposal from BTV Systems

REV - Houston County Courthouse Perry - Budgetary Genetec Access Control Integration and Replacement 6814 081021

Prepared for

Houston County Board of Commissioners
201 Perry Parkway
Perry, GA 31069
Michael Phillips
mphillips@houstoncountyga.org
(478) 550-2586

Prepared by



BTV Systems
Tony Yarbrough
912-223-1724
Tony@btvsystems.com

Quote Information

Quote #: 006814

Version: 1

Delivery Date: 08/10/2021

Expiration Date: 11/13/2021

Quote Summary

Description	Amount
Infrastructure - Main Directory Server	\$8,469.62
Genetec Access Control Upgrade Integration	\$4,924.01
SEC-C2	\$9,238.66
SEC-C3	\$9,127.32
SEC-C4	\$10,340.41
SEC-C5	\$11,693.92
Add 2 Basement Doors	\$4,719.21
Subtotal	\$58,513.15
Shipping	\$925.22
Total	\$59,438.37

By agreeing to purchase or use our products implies that you have read and accepted all terms and conditions.

Signature _____

Date _____

Bids were solicited for one new hydraulic excavator for use at the Landfill with seven vendors responding. Staff recommends award to low bidder Crosby Equipment for a Hyundai excavator to include the fire suppression system and the full 5-year extended warranty.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one new Hyundai HX350AL Excavator for use in the Landfill from Crosby Equipment Co., Inc. of Macon at a total cost of \$272,220 including trade-in, fire suppression system, and a 5-year warranty. Solid Waste Capital Funds will purchase this equipment.

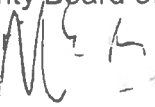


**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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 31, 2021
SUBJECT: Bid# 22-01 Hydraulic Excavator

The Purchasing Department solicited pricing for One (1) New Hydraulic Excavator in August 2021. Purchasing along with the Landfill Department recommend that the Houston County Board of Commissioners purchase the Hyundai HX350AL Hydraulic Excavator from Crosby Equipment Macon, GA. Submissions were evaluated based on price, warranty, and meeting the specifications stated in the advertisement for bids. A total of \$272,220.00 includes the fire suppression system and the full extended 5 year warranty. It will be charged to 540-11.7500.

Please see attached for the bid tabulation sheet.

**Bid #22-01: ONE (1) Hydraulic Excavator
For Houston County Landfill Department**

DUE: Thursday, August 26, 2021 @ 2:00 p.m.

<u>Company</u>	<u>Date Bid Returned</u>	<u>Time Returned</u>	<u>Bid Amount</u>	<u>Less Trade In</u>	<u>Net Bid</u>	<u>Fire Suppression</u>	<u>Premium Warranty</u>	<u>Final Cost</u>
Crosby Equipment (Hyundai HX350AL)	8/20/2021	3:45pm	\$259,800.00	\$20,000.00	\$239,800.00	\$14,950.00	\$17,470.00	\$272,220.00
Perry Bros Equipment (Sany SY365C)	8/26/2021	1:39pm	\$270,050.00	\$30,000.00	\$240,050.00	\$14,200.00	\$21,750.00	\$276,000.00
Ascendum Machinery (Volvo EC350EL)	8/26/2021	12:56pm		included	\$234,824.00	\$15,000.00	\$40,181.00	\$290,005.00
Flint Equipment Company (John Deere 380GLC)	8/26/2021	9:18am	\$274,093.93	\$34,000.00	\$240,093.93	\$21,875.00	\$30,785.00	\$292,753.93
Yancey (CAT 336GC)	8/24/2021	11:00am	\$295,252.00	\$19,450.00	\$275,802.00	\$12,444.00	\$24,600.00	\$312,846.00
Tidewater Equipment (Case CX350D)	8/26/2021	11:21am	\$334,187.00	\$21,400.00	\$312,787.00	\$11,500.00	\$22,500.00	\$346,787.00
Tractor & Equipment Company (Komatsu PC360LC-II)	8/18/2021	10:38am		included	\$338,500.25	\$18,891.00	\$41,587.34	\$398,978.59

Bids were solicited for the Annex/State Court Sidewalk Modifications project. Two bids were received, and staff recommends award to low bidder Sheridan Construction for a total contract amount of \$17,318.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Annex/State Court Sidewalk Modifications project to Sheridan Construction of Macon for the base bid of \$15,570 plus an option for an additional \$1,748 for a total contract award of \$17,318. HOST Fees will fund this project.



Houston County Public Works

Office

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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: Michael Phillips, Facilities Superintendent *MP*
Date: August 31, 2021
Re: Houston County Annex-Sidewalk Modifications *OK*

Staff solicited proposals for modifications to the sidewalk at the County Annex Building. Two proposals were received: one from ICB Construction Group for \$21,655.00 and one from Sheridan Construction for a base amount of \$15,570.00 with an option to enlarge the sidewalk area for an additional \$1,748.00. Staff recommends the Board of Commissioners award the project to **Sheridan Construction** for a total contract amount of **\$17,318.00**.

Thank you for your consideration of this request.



1572 Schofield Street • Macon, GA 31201
P O Box 4441 • Macon, GA 31208
Phone (478) 743-1578
Fax (478) 746-0437
www.sheridanconstruction.com

August 23, 2021

BY EMAIL

Michael Phillips
Houston County Maintenance
mphillips@houstoncountygga.org

Re: Misc. Concrete Replacement
Houston county Annex Building
Warner Robins, GA

Dear Michael:

Sheridan Construction proposes to provide construction services for the Houston County Annex for the exterior sidewalks repair and replacement per scope below for **\$15,570.00 (Fifteen Thousand Five Hundred Seventy Dollars)**.

Our pricing includes the following:

1. Area 1 (attached)
 - a. Demolish & remove approximately 300sf of sidewalk
 - b. Form & pour 300sf of sidewalk
2. Area 2 (attached)
 - a. Demolish & remove approximately 32sf of sidewalk
 - b. Furnish & install 120sf of concrete pad
3. Area 3 (attached)
 - a. Form & pour approximately 100sf of concrete including cheek wall at steps.
4. Alternate add to enlarge sidewalk per attachment **\$1,748**.

If you have any questions or concerns regarding this proposal, please give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Rogers", is written over the printed name.

Thomas Rogers
Senior Project Manager

AREA No. 1

Base Bid

Alternate No. 1





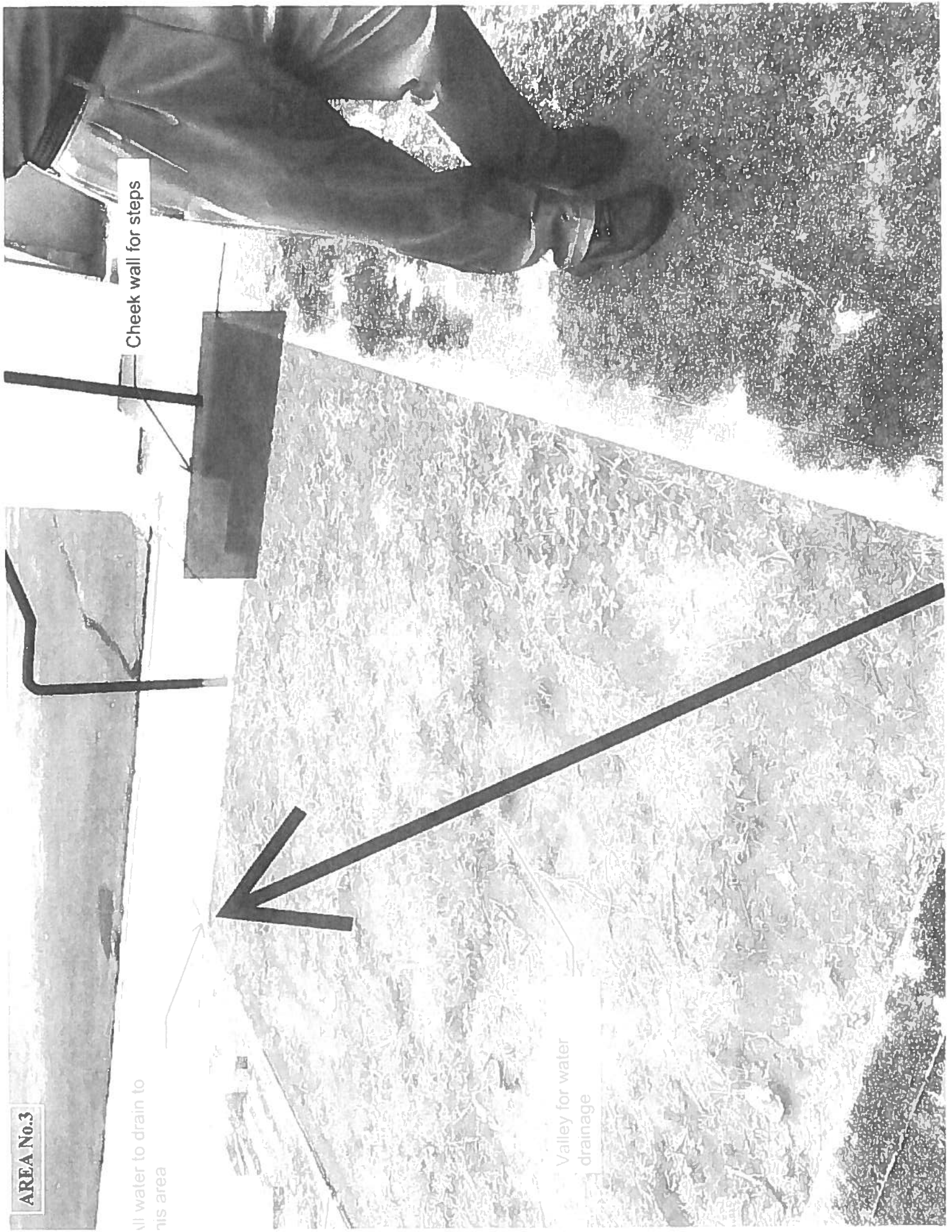
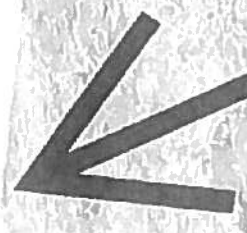
AREA NO. 2

AREA No.3

All water to drain to this area

Cheek wall for steps

Valley for water drainage



Board Appointments

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the following appointments will be filling unexpired terms:

Planning & Zoning Board	Kristina Gibbs	9/07/21 thru 9/06/23
	Tal Talton	9/07/21 thru 9/06/24
Houston County Development Authority	Thomas Mason	9/07/21 thru 12/31/26

and the following re-appointments:

Houston County Development Authority	Neal Talton	1/01/22 thru 12/31/27
Region 5 EMS Advisory Council	Mike Mathis	9/07/21 thru 6/30/24
DFCS Board	Alton Mattox	9/07/21 thru 6/30/26
	Delmar Davis	9/07/21 thru 6/30/26

Motion by _____, second by _____ and carried _____ to

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the following appointments:

Central GA Joint Development Authority	Dan Perdue	9/07/21 thru 7/06/22
Land Bank Board	Dan Perdue	9/07/21 thru 11/05/22

Purchasing Agent Mark Baker has submitted a list of equipment and vehicles that have been deemed surplus to the County's needs. Approval is requested to declare these items as surplus and to set the public auction date for Thursday, October 7, 2021 at 10:00 am. The auction would be held at the Purchasing Department Warehouse. A rain date of Thursday, October 14, 2021 at 10:00 am will also be scheduled in the case of severe weather on the October 7th.

Motion by _____, second by _____ and carried _____ to

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the declaration of vehicles and miscellaneous equipment as outlined in a memorandum from Purchasing Agent Mark Baker dated August 31, 2021 as surplus to the County's needs and to set the public auction date for 10:00 a.m. October 7, 2021 to be conducted by the Purchasing Department at the County warehouse facility.



HOUSTON COUNTY BOARD OF COMMISSIONERS

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

MARK E. BAKER
PURCHASING AGENT

To: Houston County Commissioners

From: Mark Baker

CC: Barry Holland

Date: August 31, 2021

Re: Surplus Vehicles / Equipment – Public Auction

Approval is requested to hold a public auction for the sale of items declared surplus to the Houston County Commissioners. A preliminary list of items currently held in surplus is attached.

Contingent upon your approval, the auction would be held on Thursday, October 7, 2021, at 10:00 a.m. at the Houston County Warehouse. A rain date of Thursday, October 14, 2021, at 10:00 a.m. would also be scheduled in the case of severe weather on the 7th.

The public will be notified via newspaper advertisements (in both the Houston Home Journal and the Macon Telegraph-Houston edition) as well as postings on the county's website and in prominent locations at the Purchasing Office, the Courthouse, the Government Building, and the Annex Building.

HOUSTON COUNTY BOARD OF COMMISSIONERS

THURSDAY, OCTOBER 7, 2021 SURPLUS SALE

VEHICLE AND EQUIPMENT LIST
(ITEMS SUBJECT TO CHANGE)

Lot 100s - HOUSTON COUNTY VEHICLES					
Lot#	Year, Make & Model	Vin#	Mileage	Dept#	Maint#
Lot 114	2009 Ford Crown Victoria	2FAHP71V79X113756		3300	967
Lot 115	2002 Ford Taurus SES	1FAFP55S12A168732		3300	868
Lot 116	2014 Dodge Charger Police	2C3CDXAT4EH348328		3300	960
Lot 117	2005 Ford Expedition	1FMPU13535LB14317	186,951	4100	3857
Lot 118	2009 Ford F150	1FTRF12W09KC70991	179,571	4400	3817
Lot 119	2013 Chevrolet Tahoe	1GNLC2E02DR220340	119,061	3300	922
Lot 120	2005 Ford Crown Victoria	2FAFP71W55X120599	119,850	3800	700
Lot 121	2002 Ford F150	1FTRF17232NA26925		4400	3841
Lot 122	2004 Ford F350	1FDWW36P44EB05398	188,379	4200	308
Lot 123	2008 Ford F350	1FDSF34588ED92637		1565	1567
Lot 124	2011 Ford Ranger	1FTKR1AD4BPA38444		1565	3869
Lot 125	2004 Ford Ranger	1FTYR14U94PA45463	126,083	5110	79
Lot 126	2009 Ford F350	1FDWW36R09EA35455	147,427	4200	314
Lot 127	2002 Ford Ranger	1FTYR14U82TA23314	147,393	5110	81
Lot 128					
Lot 129					
Lot 130					

Lot 200s	
Lot 200	1993 New Holland 5610 Diesel Tractor S/N BD43185 Hours: 2186 Dept# 4200 Maint# 390
Lot 201	1999 New Holland 5610S Diesel Tractor S/N 309265M Hours: 7300? Dept# 4200 Maint# 364
Lot 202	1992 New Holland FTH600 Bush Hog S/N 12-04570 Mileage: 4366 Dept# 3326 Maint# 233
Lot 203	2002 New Holland LB75B2 Tractor/Loader/Backhoe S/N 31032542 Hours: 3638 Dept# 4400 Maint# 3847
Lot 204	1998 New Holland 555E Backhoe S/N 31010195 Hours: 5564 Dept# 4400 Maint# 3833
Lot 205	1989 Bomag BW172D Smooth Drum Roller S/N 101520110560 Dept# 4200 Maint# 340
Lot 206	
Lot 207	

Lot 300s		
OTHER EQUIPMENT	MISCELLANEOUS	ELECTRONICS
Lot 306 2005 Rhino FM10 Mower	Hospital Gurney- 1	35mm Cameras- 2
Lot 307 Ford Tractor Fuel Tank	Hospital Exam Table- 2	Dell Projector- 1
Lot 308 Bush Hog FTH600 Mower	Taylor Thermometer- 1	50" TV- 2
Lot 309 Tires & Rims	Samsonite Briefcases- 2	20" TV- 1
COMPUTER EQUIPMENT	Suitcases- 55	Infrared Scanner- 1
Flat Screen Monitors-- 170	F350 Front Bumper- 1	Microfiche Reader- 2
Server- 4	F350 Rear Bumpers- 2	ID Card Printer- 1
Computers- 181	F350 Step Sides- 2	Amplifier- 1
Laptops- 11	Other Various	Other Various
Printers- 52	FURNITURE	OFFICE EQUIPMENT
Mouse- 38	Typewriter Stand- 1	Desktop Calculators- 6
Various Switches- 19	Folding Table- 1	Typewriter- 4
Computer Speakers- 20	Metal Desk- 1	Answering Machine- 1
Keyboards- 99	Chairs- 38	Telephone Headsets- 4
Scanners- 10	Filing Cabinets- 15	Telephones- 17
Battery Backups- 6	Metal Plans Cabinets- 3	Pressure Sealer- 1
Other Various	Other Various	Other Various

19

Summary of bills by fund:

• General Fund (100)	\$1,710,944.73
• Emergency 911 Telephone Fund (215)	\$ 65,979.71
• Fire District Fund (270)	\$ 43,401.98
• 2006 SPLOST Fund (320)	\$ 66,831.39
• 2012 SPLOST Fund (320)	\$1,625,116.19
• 2018 SPLOST Fund (320)	\$ 998,654.59
• Water Fund (505)	\$ 333,503.68
• Solid Waste Fund (540)	<u>\$ 752,016.32</u>
Total for all Funds	\$5,596,448.59

Motion by _____, second by _____ and carried _____ to

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the payment of the bills totaling \$5,596,448.59

Executive Session for: Property Acquisition Matters per O.C.G.A. § 50-14-3(b)(1) and
Attorney-Client Matters per O.C.G.A. § 50-14-2(1)