



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

September 17, 2019

6:00 P.M.

**HOUSTON COUNTY COMMISSIONERS MEETING**  
**Warner Robins, Georgia**  
**September 17, 2019**  
**6:00 P.M.**

**Call to Order**

**Turn Off Cell Phones**

**Invocation** – Chairman Stalnaker

**Pledge of Allegiance** – Capt. Katia Pillot, USAF

**Approval of Minutes from September 3, 2019**

**New Business:**

1. Service Contract (Accountability Court Surveillance Officers) – Commissioner Walker
2. Underground Right of Way Easement (Flint EMC) – Commissioner Walker
3. Board Appointment Confirmation (Board of Elections) – Commissioner Thomson
4. Change Order (Davidson Road Widening) – Commissioner Thomson
5. Service Contract (Detention Center Chillers) – Commissioner Thomson
6. Approval of Bid (HCSO & Building Inspection / Trucks) – Commissioner McMichael
7. Approval of Bid HCSO Patrol & Traffic / Chargers) – Commissioner McMichael
8. Approval of Bid (Tax Assessors / SUV) – Commissioner McMichael
9. Second Reading & Public Hearing of the Small Wireless Facilities & Antennas Ordinance – County Attorney Hall / Commissioner Robinson
10. Approval of Bills – Commissioner Robinson

**Middle Georgia Clean Air Coalition Initiatives Update – Ray Clark**

**Public Comments**

**Commissioner Comments**

**Motion for Adjournment**

The Accountability Court is in need of two surveillance officers to provide services as needed for the participants of the program. Judge Lumsden has requested Board approval of the attached contracts for the services of Kody Barfield and Scott Barfield to fulfill this need. Both are P.O.S.T certified law enforcement officers.

The Accountability Court grant will fund these expenses.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing contracts for services with Kody Barfield and Scott Barfield as Accountability Court surveillance officers expiring on June 30, 2020. The Mental Health Accountability Court grant will fund the services of these officers.**

## CONTRACT FOR SERVICES

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of September 2019, by and between Houston County, Georgia, a political subdivision of the State of Georgia ("County") and Kody Barfield ("Contractor").

### W I T N E S S E T H:

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

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

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

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

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

agrees to:

- a) Provide surveillance of assigned participants in the judicially supervised accountability program;
- b) Conducts evening and weekend site visits at participants home to

ensure accountability and verify living conditions; may be required to conduct employment and community service visits if participant cannot be located at their place of residence;

- c) Conducts random breathalyzers and drug screens during site visits;
- d) Attend treatment meetings and/or court hearings if requested;
- e) Send Coordinator updates via email after each night of curfew checks.
- f) May perform other duties as required by the Accountability Coordinator.

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

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

5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of September 4, 2019- June 30, 2020.

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

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

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the

Program.

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

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

CONTRACTOR

BY: Kody Barfield

HOUSTON COUNTY, GEORGIA

BY: \_\_\_\_\_  
Chairman, Houston County Board of Commissioners

Sheriff Cullen Talton has approved the services of Kody Barfield for off duty employment.

\_\_\_\_\_  
CULLEN TALTON  
Sheriff, Houston County, Ga.

## CONTRACT FOR SERVICES

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 4<sup>th</sup> day of September 2019, by and between Houston County, Georgia, a political subdivision of the State of Georgia ("County") and Scott Barfield ("Contractor").

W I T N E S S E T H:

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

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

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

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

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- b) Conducts evening and weekend site visits at participants home to



ensure accountability and verify living conditions; may be required to conduct employment and community service visits if participant cannot be located at their place of residence;

- c) Conducts random breathalyzers and drug screens during site visits;
- d) Attend treatment meetings and/or court hearings if requested;
- e) Send Coordinator updates via email after each night of curfew checks.
- f) May perform other duties as required by the Accountability Coordinator.

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

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

5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of September 4, 2019- June 30, 2020.

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- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the

Program.

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

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

CONTRACTOR

BY: Scott Barfield

HOUSTON COUNTY, GEORGIA

BY: \_\_\_\_\_  
Chairman, Houston County Board of Commissioners

Sheriff Cullen Talton has approved the services of Scott Barfield for off duty employment.

\_\_\_\_\_  
CULLEN TALTON  
Sheriff, Houston County, Ga.

This right of way easement with Flint Energies will accommodate the new Lake Joy Road Fire Station and EMA Headquarters facilities.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign the underground right of way easement with Flint Electric Membership Corporation as depicted on Exhibit "A" and as described on Exhibit B (property more commonly known as Lake Joy Road, Kathleen, GA 31047, Tax Parcel 800 034) for the transmission and distribution of electric power to the new Lake Joy Road Fire Station and EMA Headquarters facilities.**

Return to:  
Flint EMC  
Attn: Easement Coordinator  
P.O. Box 308  
Reynolds, GA 31076-0308

### UNDERGROUND RIGHT OF WAY EASEMENT

STATE OF GEORGIA

Work Order 191212

COUNTY OF HOUSTON

Map

THIS AGREEMENT, made this \_\_\_\_\_ day of SEPTEMBER, 2019, between BOARD OF COMMISSIONERS OF HOUSTON COUNTY, of the State of Georgia, County of Houston, whose address is 200 CARL VINSON PARKWAY, WARNER ROBINS, GA 31088, Party of the First Part (hereinafter called "Owner"), and FLINT ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part (hereinafter referred to as "Flint EMC").

#### WITNESSETH:

That the said Party of the First Part, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents, Owner has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell and convey unto said Flint EMC, its successors and assigns, an easement and right of way to serve property of the Owner or other members of Flint EMC. The easement is generally depicted on Exhibit "A" and is more particularly described on Exhibit "B" attached hereto. Exhibits "A" and "B" are incorporated herein and made a part hereof for all purposes.

Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system under the above described lands for the transmission and distribution of electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes,

ground connections, attachments, equipment, accessories and appurtenances necessary and desirable in connection therewith all of which are hereafter referred to as "Facilities". Transformers and associated equipment may be above ground.

The Facilities erected hereunder shall remain the property of Flint EMC and Flint EMC shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Flint EMC may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

Flint EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means machinery or otherwise of trees and shrubbery located within ten (10) feet of the center line for underground construction **and, to cut and remove any tree or trees ("Danger Tree(s)") outside the right of way area which, in the opinion of Flint EMC or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system.** The right conferred herein grants to Flint EMC the right to control vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Flint EMC at any time shall remain the property of the Owner. **As used herein, a Danger Tree is a tree whose height plus five feet is equal to or greater than the distance from the base thereof to a point on the ground directly adjacent to the nearest portion of the line or system. Flint EMC shall have the right to enter Owners premises, outside of the defined easement, to have access to Danger Trees and the same shall not constitute a trespass, forcible entry, detainer or other tort.**

Flint EMC shall not be liable for, nor bound by, any statement, agreement, or understanding not herein expressed. The undersigned warrant(s) title to the property herein affected with the understanding that Flint EMC is relying upon said warranty in obtaining this easement.

Owner, his successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Flint EMC's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Flint EMC shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion

the least practicable damage and inconvenience to Owner.

It is specifically agreed that where there is a reference to Owner, the same shall be construed to include the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the proper use, benefit and in behalf of Flint EMC, its successors and assigns.

Owner will warrant and forever defend the right and title to the above described easement and right of way unto Flint EMC against the lawful claims of Owner and others claiming by, through or under Owner.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and affixed his seal and delivered these presents, the day and year above written.

**OWNER: BOARD OF COMMISSIONERS  
OF HOUSTON COUNTY**

ATTEST :( if necessary)

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

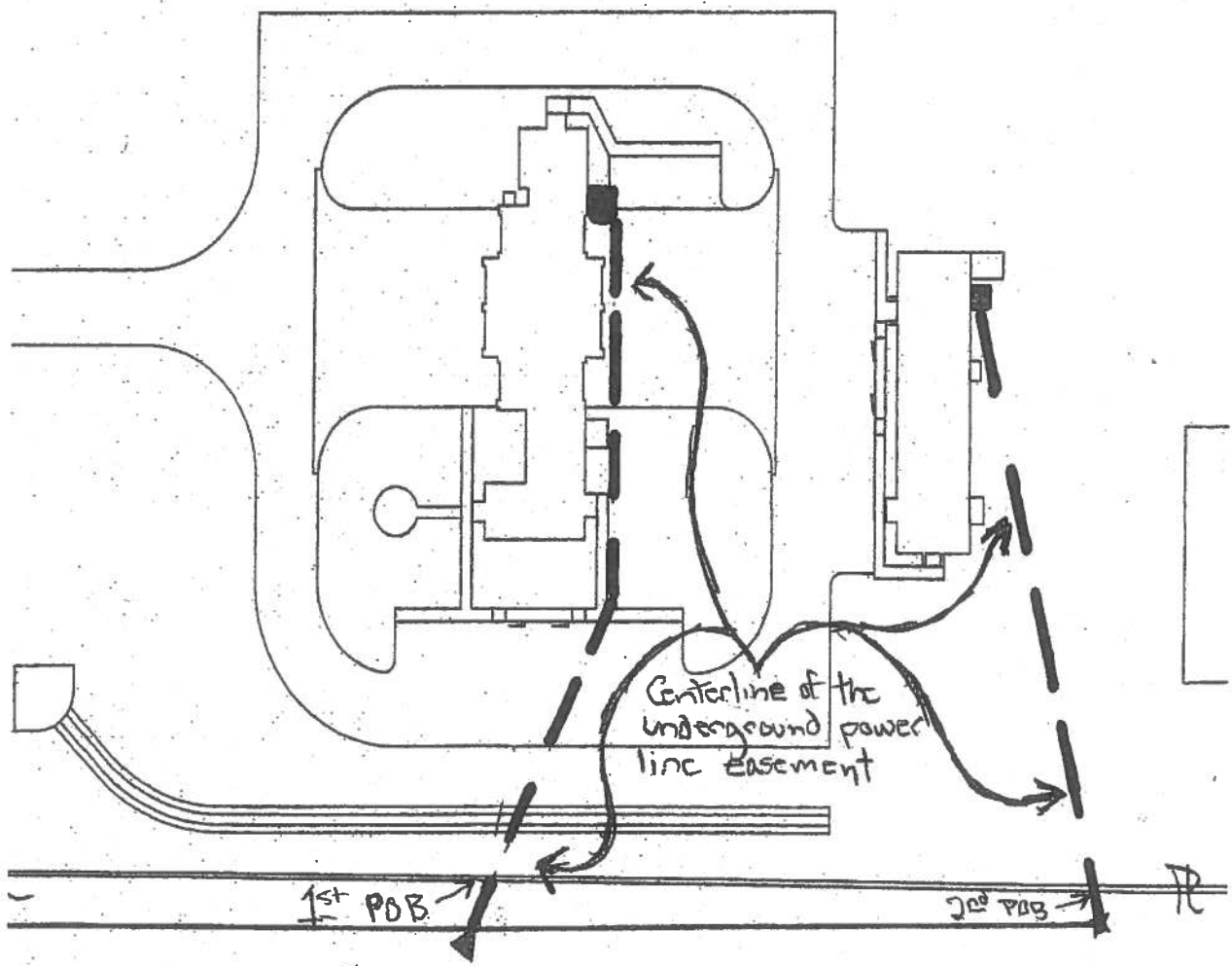
Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_  
[NOTARIAL SEAL]

**EXHIBIT "A"**

Board of Commissioners  
of Houston County  
800-034



10000



**EXHIBIT "B"**

**All that tract or parcel of land situate, lying and being in Land Lot 137 of the Tenth Land District of Houston County, Georgia, being known and designated as Parcel "1-A", comprising 10.00 acres, more or less, according to a plat of survey prepared by Story Surveying Company on February 14, 1978, a copy of said plat being of record in Plat Book 21, Page 36, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.**

The easement conveyed hereby is a portion of the property described above, as shown on EXHIBIT "A" and is more particularly described as follows:

Commence at the intersection of the north right-of-way of Morton Road and the east right-of-way of Lake Joy Road;

Thence proceed in a North direction along the east right-of-way of Lake Joy Road about 1,430 feet, more or less, to a point in the south property line of said property, thence proceed in an East direction along the south property line of said property about 325 feet, more or less, to a point in the south property line of said property, which is the FIRST POINT OF BEGINNING;

Said FIRST POINT OF BEGINNING shall be the centerline of the easement; thence proceed in a Northeast direction about 130 feet, more or less, to a point, thence proceed in a North direction about 175 feet, more or less, to a point, thence return to the FIRST POINT OF BEGINNING, thence proceed in an East direction along the south property line of said property about 285 feet, more or less, to the SECOND POINT OF BEGINNING;

Said SECOND POINT OF BEGINNING shall be the centerline of the easement; thence proceed in a Northwest direction about 300 feet, more or less, to a point, said easements shall be 20 feet of even width (10 feet either side of centerline).

Subject property is more commonly known as:

Lake Joy Road  
Kathleen, GA 31047  
Tax Parcel 800 034

The Houston County Republican Party would like to appoint Mr. John Applegate to fill the unexpired term of the late Mr. R.A. (Tony) Robbins on the Board of Elections. Mr. Applegate would serve as the Republican Party's representative on the Board of Elections for that unexpired term ending December 31, 2020. Elections Superintendent Debra Presswood has asked that the Board of Commissioners confirm Mr. Applegate's appointment.

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

- approve
- disapprove
- table
- confirm

**the Houston County Republican Party's appointment of Mr. John Applegate to the Board of Elections to fill the unexpired term of Mr. R.A. (Tony) Robbins. The term will expire December 31, 2020.**



Houston County Republican Party  
1000 Corporate Pointe  
Suite 211, Box C11  
Warner Robins, GA 31088

September 9, 2019

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

ATTN: Mr. Tommy Stalnaker, Chairman

Dear Mr. Stalnaker and the Board of Commissioners,

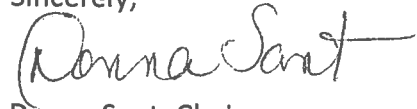
We are so saddened to hear of the unexpected passing of our long-time and dedicated member, Mr. R.A.(Tony) Robbins. In order to fill the vacancy left by his untimely passing, the Houston County Republican Party would like to appoint Mr. John Applegate to fill his position for the unexpired term ending December 31, 2020. Mr. Applegate's personal information is as follows:

John H. Applegate

Bonaire, GA

Thank you for all that you do for Houston County! If you have any questions or need any additional information please contact me.

Sincerely,

A handwritten signature in black ink that reads "Donna Sant". The signature is written in a cursive style with a long horizontal stroke at the end.

Donna Sant, Chairman  
Houston County Republican Party  
478-954-5965

CC: Mr. Henry Childs, Chairman  
Ms. Beverly Nable, Registration/Election Supervisor  
Houston County Board of Elections

This change order on the Davidson Road widening project will provide for additional stormwater structures, pipe and any necessary grading for a portion of SR247.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing Change Order #1 with C.W. Matthews Contracting Company on the Davidson Road Widening project increasing the original contract amount of \$196,238.48 by \$32,891.32 for a new contract total of \$229,129.80. The contract time will also increase by 77 days to December 31, 2019.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road  
Perry, Georgia 31069  
P: (478) 987-4280 F: (478) 988-8007

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# MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Blake Studstill, Civil Engineer

**Date:** September 5, 2019

**RE:** Davidson Road Widening Project, Change Order #1

*OK Res*

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Please consider this request to approve the following change order to the Davidson Road Widening contract.

CHANGE ORDER #1:

The purpose of this change order is to add storm pipe to provide drainage for a portion of SR 247. The Contractor, as directed by the engineer, will install additional storm structures, storm pipe, and grading complete quantities.

Total Change Order- \$32,897.31 in the contract amount and extend the contract completion time to December 31, 2019.

# Change Order

No. 1

Project: **Davidson Road Widening**

Date: **September 5, 2019**

Owner: **Houston County Board of Commissioners**

Contractor: **C.W. Mathews Contracting Company**

Engineer: **Blake Studstill**

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

Description: **As directed by the Engineer, the Contractor was asked make field changes to include additional stormwater conveyance systems.**

Purpose of Change Order: **The purpose of this change order is to increase contract quantities for stormwater conveyance systems not addressed the initial plans.**

<u>Change in Contact Price:</u>	<u>Change in Contract Time</u>
Original Contract Price \$ <u>196,238.48</u>	Original Contract Time <u>October 15, 2019</u> Days or date
Previous Change Orders No. <u>  </u> to No. <u>  </u> \$ <u>N/A</u>	Net Change from previous Change Orders <u>N/A</u> Days
Contract Price prior to this Change Order \$ <u>196,238.48</u>	Contract Time Prior to this Change Order <u>October 15, 2019</u> Days
Net Increase(decrease) of this Change Order \$ <u>32,891.32</u>	Net Increase (decrease) of this Change Order <u>77</u> Days
Contract Price with all approved Change Orders \$ <u>229,129.80</u>	Contract Time with all approved Change Orders <u>December 31, 2019</u> Days or date

Recommended:

Approved:

Approved:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Engineer

Owner

Contractor

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



# C. W. MATTHEWS CONTRACTING COMPANY

DRAWER 970

MARIETTA, GEORGLA 30061

TELEPHONE (770) 422-7520

FAX (770) 422-1068

September 3, 2019

Brian Jones  
Houston County Public Work Department  
2018 Kings Chapel Road  
Perry, GA 31069

Project: Davidson Road Widening Project  
Additional Work- Storm Drain System

**Subject: Quotation**

Dear Mr. Jones,

Following is our quotation for extra work for the storm drain systems on the Davidson Road Widening project

Description	Estimated QTY	UOM	Unit Price	Total Price
Storm Drain Pipe, 15" (Contract Item)	246	LF	\$45.42	\$11,173.32
Catch Basin, Gp 1 (Contract Item)	1	EACH	\$2,770.00	\$2,770.00
Stone Rip Rap, Tp 3, 12" (Contract Item)	25	SY	\$58.70	\$1,467.50
Plastic Filter Fabric (Contract Item)	25	SY	\$7.50	\$187.50
Flared End Section or Headwall (Contract Item)	1	EACH	\$1,108.00	\$1,108.00
Yard Inlets (New Item)	2	EA	\$2,770.00	\$5,540.00
Additional Grading Complete (New Item)	1	LUMP	\$10,645.00	\$10,645.00

We also request that the project's completion date be moved to December 31, 2019

Should you have any questions regarding the above, please let me know.

Thank you.

Sincerely,

Allen S Mason  
C.W. Matthews Contracting Company



# 5

Public Works staff is recommending entering into a service contract with Hays Service for the chiller plants at the Houston County Detention Facility. Hays has proposed the fulfill this contract for an annual amount of \$35,740. This initial contract would be for a two-year period.

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

- approve
- disapprove
- table
- authorize

**the award of the Houston County Detention Center chiller plant service contract to Hays Service of Macon in the annual amount of \$35,740 to be paid in quarterly installments of \$8,935 and charged to 100-3326-52.2200. The term of this contract is for a two-year period effective upon execution.**




**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

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# Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar, Director of Operations 

CC: Michael Phillips, Facilities Superintendent

Date: September 5, 2019

Re: Service Contract for Chillers at the Houston County Detention Center

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As you know, the chiller plants at the Houston County Detention Center and Houston County Courthouse are 17 years old and they are reaching the end of their service life. Because of the frequency and expense of maintenance and repairs over the past 2 years, coupled with the unavailability of staff skilled in chiller plant repair and maintenance, it is our recommendation to enter into a maintenance contract (please see attached) with Hays Service.

This will possibly enable us to extend the service life of the chiller plant at the Houston County Detention Center until its eventual replacement with 2018 SPLOST funds.

Attachments – Memorandum from Michael Phillips, Facilities Superintendent

Maintenance Proposal from Hays Service

## Houston County Public Works

**To:** Robbie Dunbar  
**From:** Michael Phillips  
**cc:**  
**Date:** 8/29/19  
**Re:** Service Contract for Chillers at Detention Center

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Please find attached proposal from Hays Service for a service contract on the three chillers at the Detention Center. Given the past maintenance problems we have had with these systems it is my recommendation that we award Hays Service this contract. Hays comes highly recommended by everyone I have spoken with on their reference sheet. This contract includes all preventative maintenance according to manufactures recommendations. It also includes all labor and parts on breakdowns, except the condenser coils and refrigerant.



GUARANTEED  
MAINTENANCE  
PROPOSAL FOR:

*Houston County Public  
Works*

DATE:

**July 11, 2019**

PROPOSAL NUMBER:

**BK19-040**

**INNOVATIVE HVAC SERVICE SOLUTIONS**

4312 Interstate Drive | Macon, Georgia 31210 | Phone: (478) 475-4118 | Fax: (478) 475-8950

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Dear Michael,

We want to thank you for the opportunity to present this proposal. As each client is unique, we have created a maintenance program specifically tailored to the needs of Houston County Public Works. This program was designed by taking a financial approach that gives the most return on investment while meeting your business needs and objectives.

Based on the complexity of your systems and the environment in which they operate, a dedicated team has been assigned to your account. Hays Service field delivery personnel have been chosen to handle your account based on special skill sets and level of OEM training. Office support staff have been briefed on Houston County Public Works site contacts, hours of operation, and PPE safety requirements.

Hays Service has a proven track record of providing these services with little interruption to daily activities or client involvement. We understand you have a job to do and are sensitive to implementation in regard to your time and operating procedures.

We're confident that our qualifications and experience will meet your needs, and we look forward to minimizing equipment downtime and providing a comfortable environment for your business to thrive.

Sincerely,

The Hays Service Team

# Pricing and Acceptance

SERVICES TO BE PERFORMED AT THE FOLLOWING LOCATION(S):

Detention Center

## Summary of Services and Scope

Coverage	Amount	Frequency	Annual Investment
Guaranteed	\$8,935	4	\$35,740
Total			\$35,740

*The Agreement takes effect on 09/01/2019 and will continue until 08/31/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or Hays Service gives the other written notice it does not want to renew. The notice must be delivered at least (30) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.*

Chiller #2 circuit #1 is excluded from this contract.

This contract to remain fixed for two years.

Schedule 1

**Equipment Inventory**

Generated 7/19/2019 for Houston County Detention Center

Unit	Mfr	Model	Location
Chillers		Serial	Rating
<b>1 Air Cooled Chiller</b>	York	YCAS0270EC46YF	Ground Outside
		RBLM002540	270.00
1 Compressor			90.00 Tons
2 Compressor			90.00 Tons
3 Compressor			90.00 Tons
1 Condenser Fan			1.00 Hp
2 Condenser Fan			1.00 Hp
3 Condenser Fan			1.00 Hp
4 Condenser Fan			1.00 Hp
5 Condenser Fan			1.00 Hp
6 Condenser Fan			1.00 Hp
7 Condenser Fan			1.00 Hp
8 Condenser Fan			1.00 Hp
9 Condenser Fan			1.00 Hp
10 Condenser Fan			1.00 Hp
11 Condenser Fan			1.00 Hp
12 Condenser Fan			1.00 Hp
<b>2 Air Cooled Chiller</b>	York	YCAS0270EC46YF	Ground Outside
		RBLM002541	270.00
1 Compressor			90.00 Tons
2 Compressor			90.00 Tons
3 Compressor			90.00 Tons
1 Condenser Fan			1.00 Hp
2 Condenser Fan			1.00 Hp
3 Condenser Fan			1.00 Hp
4 Condenser Fan			1.00 Hp
5 Condenser Fan			1.00 Hp
6 Condenser Fan			1.00 Hp
7 Condenser Fan			1.00 Hp
8 Condenser Fan			1.00 Hp
9 Condenser Fan			1.00 Hp
10 Condenser Fan			1.00 Hp
11 Condenser Fan			1.00 Hp



Schedule 1

# Equipment Inventory

Generated 7/19/2019 for Houston County Detention Center

Unit	Mfr	Model	Location
Chillers		Serial	Rating
12 Condenser Fan			1.00 Hp
3 Air Cooled Chiller	Other	30RBA1206C- 3309Q73255	Ground Outside 120.00
1 Compressor			24.00 Tons
2 Compressor			24.00 Tons
3 Compressor			24.00 Tons
4 Compressor			24.00 Tons
5 Compressor			24.00 Tons
1 Condenser Fan			3.60 Hp
2 Condenser Fan			3.60 Hp
3 Condenser Fan			3.60 Hp
4 Condenser Fan			3.60 Hp
5 Condenser Fan			3.60 Hp
6 Condenser Fan			3.60 Hp
7 Condenser Fan			3.60 Hp





# 6

At the September 3<sup>rd</sup> meeting the Board awarded the bids for five new RAM 1500 trucks for the Sheriff's Department to Ginn Commercial. Ginn was the low bidder from six dealerships. Purchasing staff has recommended the award of two additional trucks for use in the Building Inspection department to Ginn based on those bids.

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

- approve
- disapprove
- table
- authorize

**the award of two new 2019 half-ton quad cab RAM 1500 trucks for use in the Building Inspection department to Ginn Commercial of Covington, GA at a unit cost of \$21,834 or a total cost of \$43,668. SPLOST 2018 will fund the purchase of these trucks.**



## HOUSTON COUNTY BOARD OF COMMISSIONERS

MARK E. BAKER  
PURCHASING AGENT

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

# MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Mark E. Baker

**Cc:** Barry Holland

**Date:** September 10, 2019

**Subject:** Bid# 20-07A Recap for Two (2) 2019 or 2020 Half Ton Quad Cab Trucks

---

In August 2019 the Purchasing Department requested bid prices for five (5) Half Ton Crew Cab Trucks for the Houston County Sheriff's Department. Six bids were received.

It was recommended that Houston County purchase the 2019 RAM 1500 trucks from Ginn Commercial.

In addition to the five (5) Crew Cabs, there is a need for two (2) Quad Cabs for the Building Inspection Department. It is recommended to go forward with purchasing those models from Ginn Commercial also, charging them to 320-7200-54.2200 (2018 SPLOST) at \$21,834.00 each for a total of \$43,668.00.

Bids were solicited for three new Dodge Chargers for use in the Sheriff Department. One of the vehicles, for use in the Traffic Division, has the additional option of a 12.1” integrated computer display package. Only one vendor, Ginn Commercial, submitted a bid. Staff finds these bids reasonable and acceptable and recommends award to Ginn Commercial.

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

- approve
- disapprove
- table
- authorize

**the award of two new 2020 Dodge Charger pursuit vehicles for use in the Sheriff Department Patrol Division for a unit cost of \$24,859 or a total of \$49,718; and the award of one new 2020 Dodge Charger pursuit vehicle with an integrated computer display package for use in the Traffic Division at a unit cost of \$28,706.42 to Ginn Commercial of Covington, GA. SPLOST 2018 will fund the purchase of these vehicles.**



**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:** September 11, 2019  
**SUBJECT:** Purchase of Two (2) 2020 Dodge Charger Pursuit Vehicles  
(Bid # 20-08)

---

The Purchasing Department solicited pricing for Two (2) New Dodge Chargers in August 2019 to be used by the Houston County Sheriff Patrol Division.

The Purchasing Department only received one bid. It was from Ginn Commercial for \$24,859 each for a total of \$49,718 to be charged to the 2018 SPLOST account 320-3300-54.2200.



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**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:** September 11, 2019  
**SUBJECT:** Purchase of One (1) 2020 Dodge Charger Pursuit w/12.1" Integrated Computer Display Package (Bid # 20-09)

---

The Purchasing Department solicited pricing for One (1) New Dodge Charger in August 2019 to be used by the Houston County Sheriff Traffic Division.

The Purchasing Department only received one bid. It was from Ginn Commercial for \$28,706.42 to be charged to the 2018 SPLOST account 320-3300-54.2200.

Bids were solicited for one new SUV for use in the Tax Assessors Department with three dealers responding. Staff recommends award to low bidder Brannen Motor Company for a Ford Escape in the amount of \$21,315.

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

- approve
- disapprove
- table
- authorize

**the award of one new 2020 Ford Escape for use in the Tax Assessors Department from Brannen Motor Company of Unadilla at a cost of \$21,315. SPLOST 2012 will fund the purchase of this vehicle.**



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PURCHASING DEPARTMENT**

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**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:** September 11, 2019  
**SUBJECT:** Purchase of One (1) 2020 Ford Escape  
(Bid # 20-10)

The Purchasing Department solicited prices for One (1) New Ford Escape or Equivalent in August 2019. This vehicle will be used by the Houston County Tax Assessor's Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the Ford Escape from Brannen Motor Company at the price of \$21,315. It will be charged to the 2012 SPLOST account 320-1550-54.2200.

<b>Company</b>	<b>Bid Amount</b>	<b>Delivery Time</b>
Brannen Motor Company	\$21,315	16-17 weeks
Allen Vigil Ford	\$21,396	8 weeks
Jeff Smith Ford	\$22,309	8-12 weeks

County Attorney Tom Hall will conduct a second reading of an amendment to the Houston County Code of Ordinances concerning small wireless facilities and antennas in Houston County public rights of way. The new section to be added to the Houston County Code of Ordinance Chapter 68 – Utilities will be titled Article IV – Houston County Small Wireless Facilities and Antennas Ordinance.

The first reading of this proposed amendment to the Houston County Code of Ordinances was held at the September 3, 2019 Houston County Board of Commissioners meeting.

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

- approve
- disapprove
- table
- authorize

**an amendment to the Houston County Code of Ordinances Chapter 68 - Utilities by adding a new section titled Article IV – Houston County Small Wireless Facilities and Antennas Ordinance, which section shall read as worded in the AMENDMENT TO CODE OF ORDINANCES HOUSTON COUNTY, GEORGIA AN ORDINANCE BY THE HOUSTON COUNTY BOARD OF COMMISSIONERS TO ADOPT REGULATIONS OF SMALL WIRELESS FACILITIES AND ANTENNAS IN THE PUBLIC RIGHT OF WAY attached to this motion.**



**AMENDMENT TO CODE OF ORDINANCES  
HOUSTON COUNTY, GEORGIA  
AN ORDINANCE BY THE HOUSTON COUNTY BOARD  
OF COMMISSIONERS TO ADOPT REGULATIONS OF  
SMALL WIRELESS FACILITIES AND ANTENNAS IN THE  
PUBLIC RIGHT OF WAY**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations, and

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes the County to adopt ordinances preserving the public health, safety, and welfare, and to adopt appropriate measures to enforce those ordinances; and

**WHEREAS**, in the interests of the health, safety, and general welfare of the citizens of Houston County, Georgia, the Board of Commissioners of Houston County desires to exercise its authority to adopt an ordinance regulating small cell technology in the public right of way; and

**WHEREAS**, appropriate notice and hearing on the ordinance contained herein have been carried out according to general and local law.

**NOW, THEREFORE BE IT ORDAINED**, by the Board of Commissioners of Houston County that the Code of Ordinances of Houston County is amended by adding an article to Chapter 68 – Utilities to be numbered: Article IV – Houston County Small Wireless Facilities and Antennas Ordinance, which shall read as follows:

**Secs. 68-151 - 68-159. - Reserved.**

**ARTICLE IV. – HOUSTON COUNTY SMALL WIRELESS FACILITIES AND ANTENNAS ORDINANCE.**

**Sec. 68 – 160. – Title.**

This ordinance shall be known as the “**Houston County Small Wireless Facilities and Antennas Ordinance**”

**Sec. 68-161. – Purpose and Compliance.**

- (a) O.C.G.A. § 32-4-42(6) authorizes Houston County, Georgia (the “County”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the County. Further, 47 U.S.C. § 253(c) provides that the County has authority to manage its public rights of way. Finally, the Georgia

Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the County.

- (b) The County finds it is in the best interest of the County and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the County and to reasonably manage and protect the public rights of way and its uses in the County.
- (c) The objective of this Ordinance is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.

**Sec. 68-162. – Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Antenna* means any of the following:

- (1) Communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or
- (2) Communications equipment similar to equipment described in section (1) used for the transmission, reception, or transmission and reception of surface waves.

Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

*Applicable Codes* means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the County or are otherwise applicable in the County.

*Applicant* means any person that submits an application.

*Application* means a written request submitted by an applicant to the County for a permit for one of the following:

- (1) Collocate a small wireless facility in a right of way; or
- (2) Install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be collocated.

*Authority Pole* means a pole owned, managed, or operated by or on behalf of the County. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

*Collocate* or *Collocation* means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

*Communications Facility* means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

*Communications Service Provider* means a provider of communications services.

*Communications Services* means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

*Consolidated Application* means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

*Decorative Pole* means an authority pole that is specially designed and placed for aesthetic purposes.

*Electric Supplier* means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

*Eligible Facilities Request* means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

*FCC* means the Federal Communications Commission of the United States.

*Fee* means a one-time, nonrecurring charge based on time and expense.

*Historic District* means any of the following:

- (1) Any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.iv of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1;
- (2) Any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act'; or

- (3) Any area designated as a historic district or property by law prior to April 26, 2019.

*Law* means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

*Micro Wireless Facility* means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

*Permit* means a written authorization, in electronic or hard copy format, required to be issued by the County to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

*Person* means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

*Pole* means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

*Rate* means a recurring charge.

*Reconditioning Work* means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

*Replace, Replacement or Replacing* means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

*Replacement Work* means the activities associated with replacing an authority pole.

*Right of Way* means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the County and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

*Small Wireless Facility* means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications:

- (1) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and
- (2) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used.

The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

*State* means the State of Georgia.

*Support Structure* means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

*Wireless Infrastructure Provider* means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

*Wireless Provider* means a wireless infrastructure provider or a wireless services provider.

*Wireless Services* means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

*Wireless Services Provider* means a person that provides wireless services.

*Wireline Backhaul Facility* means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

In the event that any federal or state law containing definitions used in this Ordinance is amended, the definition in the referenced section, as amended, shall control.

**Sec. 68-163. – Permits.**

- (a) A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).
- (b) Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Houston County Department of Engineering for a permit. Applications are available from the Houston County Department of Engineering. Any material change to information contained in an application shall be submitted in writing to the Houston County Department of Engineering within thirty (30) days after the events necessitating the change.
- (c) Any person who intends to submit an application to the County pursuant to this Ordinance shall meet with the Houston County Department of Engineering at least thirty (30) days prior to submitting an application for a permit. The purpose of such meeting shall be to inform the County, in good faith, when the applicant expects to commence deployment of small wireless facilities and poles within the County, the number of small wireless facilities and poles it expects to deploy during the twenty-four (24) months after commencement, and the expected timing of such deployments.
- (d) Each application shall be submitted by the applicable wireless provider or its duly authorized representative and shall contain the following:
  - (1) The applicant's name, address, telephone number, and email address, including emergency contact information for the applicant;
  - (2) The names, addresses, telephone numbers, and email addresses of all consultants, if any, acting on behalf of the applicant with respect to filing the application;
  - (3) A general description of the proposed work and the purposes and intent of the proposed facility. The scope and detail of such description shall be appropriate to the nature and character of the physical work to be performed, with special emphasis on those matters likely to be affected or impacted by the physical work proposed;
  - (4) Detailed construction drawings regarding the proposed use of the right of way;
  - (5) To the extent the proposed facility involves collocation on a pole or support structure, a structural report performed by a duly licensed engineer evidencing

that the pole or support structure will structurally support the collocation (or that the pole or support structure may and will be modified to meet structural requirements) in accordance with applicable codes;

- (6) For any new aboveground facilities, visual depictions or representations if not included in the construction drawings;
  - (7) Information indicating the horizontal and approximate vertical location, relative to the boundaries of the right of way, of the small wireless facility for which the application is being submitted;
  - (8) If the application is for the installation of a pole, a certification that complies with O.C.G.A. § 36-66C-6(k);
  - (9) If the small wireless facility will be collocated on a pole or support structure owned by a third party, a certification that the wireless provider has permission from the owner to collocate on the pole or support structure; and
  - (10) If the applicant is not a wireless services provider, a certification that a wireless services provider has requested in writing that the applicant collocate the small wireless facilities or install, modify or replace the pole or decorative pole at the requested location.
- (e) Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (f) The HoustonCounty Department of Engineering shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.
- (g) Applications for permits shall be approved unless the requested collocation of a small wireless facility or the requested installation, modification, or replacement of a pole or decorative pole:
- (1) Interferes with the operation of traffic control equipment;
  - (2) Interferes with sight lines or clear zones for transportation or pedestrians;
  - (3) Fails to comply with the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., or similar Laws of general applicability regarding pedestrian access or movement;
  - (4) Requests that ground-mounted small wireless facility equipment be located more than seven and a half (7.5) feet in radial circumference from the base of

the pole, decorative pole or support structure to which the small wireless facility antenna would be attached, provided that the County shall not deny the application if a greater distance from the base of the pole, decorative pole or support structure is necessary to avoid interfering with sight lines or clear zones for transportation or pedestrians or to otherwise to protect public safety;

- (5) Fails to comply with applicable codes;
  - (6) Fails to comply with the maximum limitations set forth in Sec. 68-165 of this Ordinance or O.C.G.A. § 36-66C-7(h) or (i);
  - (7) With respect to an application to install a pole or decorative pole, interferes with the widening, repair, reconstruction, or relocation of a public road or highway by a County or the Department of Transportation that has been advertised for bid and scheduled for completion within six months after the application is filed;
  - (8) With respect to an application to install a pole or decorative pole, interferes with a public works construction project governed by Chapter 91 of Title 36 which is advertised for bid and scheduled for completion within six months after the application is filed;
  - (9) Fails to comply with O.C.G.A. § 36-66C-10, O.C.G.A. § 36-66C-11, or O.C.G.A. § 36-66C-12;
  - (10) Fails to comply with laws of general applicability addressing pedestrian and vehicular traffic and safety requirements; or
  - (11) Fails to comply with laws of general applicability that address the occupancy or management of the right of way and that are not otherwise inconsistent with this Ordinance.
- (h) For applications for new poles in the public right of way in areas zoned for residential use, the Houston County Department of Engineering may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Houston County Department of Engineering proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.
- (i) A permit issued under this Sec. 68-163 shall authorize such person to occupy the public rights of way to:
- (1) Collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or



on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12;  
and

- (2) Install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).
- (j) Upon the issuance of a permit under this Ordinance, and on each anniversary of such issuance, every person issued a permit shall submit to the County the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).
- (k) Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.
- (l) The County may revoke a permit issued pursuant to this Sec. 68-163 if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Ordinance or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the County may proceed according to Sec. 68-163 (m).
- (m) If a wireless provider occupies the public rights of way without obtaining a permit required by this Sec. 68-163 or without complying with the SWFAA, then the County may, at the sole discretion of the County, restore the right of way, to the extent practicable in the reasonable judgment of the County, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the County in doing so, plus a penalty not to exceed \$1,000.00. The County may suspend the ability of the wireless provider to receive any new permits from the County under this Sec. 68-163 until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the County may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (n) All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

- (o) An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.
- (p) Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
- (q) Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.
- (r) Permits shall be renewed following the expiration of the term identified in Section (q) upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).
- (s) If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the County shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the County shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

**Sec. 68-164. – Removal; Relocation; Reconditioning; Replacement; Abandonment.**

- (a) A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).
- (b) In the event of a removal under Sec. 68-164(a), the right of way shall be, to the extent practicable in the reasonable judgment of the County, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the County, to its condition prior to the removal within 90 days of the removal, the County may, at the sole discretion of the County, restore the right of way to such condition and charge the person the County's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The County may suspend the ability of the person to receive any new permits under Sec. 68-163 until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the County will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- (c) If, in the reasonable exercise of police powers, the County determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and

in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the County make take the actions authorized by O.C.G.A. § 36-66C- 7(o), in addition to any other powers under applicable law.

- (d) The County shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).
- (e) A wireless provider must notify the County of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The County may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

**Sec. 68-165. – Standards.**

- (a) Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Sec. 68-163; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36- 66C-7(h).
  - (1) New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.
  - (2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:
    - (i) Fifty feet above ground level; or
    - (ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;
  - (3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

- (4) New small wireless facilities in the public right of way collocated on a new or replacement pole under Sec. 68-165(a)(1) or Sec. 68-165(a)(2) may not extend above the top of such poles.
- (b) Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:
- (1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;
  - (2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
  - (3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
  - (4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.
- (c) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Sec. 68-163 and (ii) compliance with applicable codes.
- (d) Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Sec. 68-163 and (ii) compliance with applicable codes.

**Sec. 68-166. – Repealer.**

All other ordinance shall continue in full force and effect and shall remain unaffected, except where such ordinance, or part thereof, conflicts herewith, in which case such ordinance, or part thereof, is hereby repealed.

**Sec. 68-167. – Consistent with Federal and State Law.**

It is the express intent of the Board of Commissioners of Houston County, Georgia that this Ordinance be consistent with both federal and state law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Sec. 68-168. – Effective Date.**

This Ordinance shall not become effective until October 1, 2019.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COMMISSIONERS  
OF HOUSTON COUNTY**

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Chairman

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Commissioner

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Commissioner

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Commissioner

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Commissioner

CERTIFICATION

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

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

\_\_\_\_\_  
Director of Administration

[Affix Seal]

# 10

## Summary of bills by fund:

• General Fund (100)	\$ 853,339.01
• Emergency 911 Telephone Fund (215)	\$ 53,289.20
• Fire District Fund (270)	\$ 20,966.22
• 2006 SPLOST Fund (320)	\$ 350.00
• 2012 SPLOST Fund (320)	\$ 109,055.30
• 2018 SPLOST Fund (320)	\$ 95,179.38
• Water Fund (505)	\$ 82,272.51
• Solid Waste Fund (540)	<u>\$ 161,604.00</u>
Total for all Funds	\$1,376,055.62

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

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,376,055.62