



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

September 21, 2021

5:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
September 21, 2021
5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation & Pledge of Allegiance – Commissioner Perdue

Houston County Government Building Project Update Mike Parker, SP Design Group
Christy Kovac, Sheridan Construction

Approval of Minutes from September 7, 2021

Old Business:

1. Public Hearing on Abandonment of ROW Request (Cal-Mar Homes) – Commissioner Perdue

New Business:

2. Change Order (Houston County Government Building / Sheridan Constr.) – Commissioner Perdue
3. Water Purchase Request (City of Perry / Planter's Ridge Subdivision) – Commissioner Perdue
4. Personnel Requests (District Attorney) – Commissioner Walker
5. Board Appointments – Commissioner Robinson
6. GSAR Memorandum of Agreement (GEMA/HS) – Commissioner Robinson
7. Professional Services Agreement (Jani-King / Public Buildings) – Commissioner Robinson
8. First Reading on Alcohol License Application (S & A / Beer & Wine) – Director of Administration
9. Change Order (Water System Improvements / Bear Branch Road) – Commissioner Byrd
10. Bid Award (Truck / Landfill) – Commissioner Byrd
11. Approval of Bills – Commissioner Byrd

Public Comments

Commissioner Comments

Motion for Adjournment

At the September 7, 2021 meeting the Board tabled an application submitted by Cal-Mar Homes, Inc. for 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 to be abandoned in order to re-subdivide lots in the Gates of Sandefur Subdivision.

Mr. Calhoun has since submitted the requested resubdivision plat for review and the Engineering Department now recommends approval of the abandonment.

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.



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: September 13, 2021

CC: Robbie Dunbar

RE: Cal-Mar Homes, Inc. – Right-of-way Abandonment

OK

The Engineering Department approves the resubdivision layout as submitted by Cal-Mar Homes. At this time the Engineering Department can recommend approval of the right-of-way abandonment.

**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.

5/2/25

Plat cost 5/2/25

GATES AT SANDEFUR

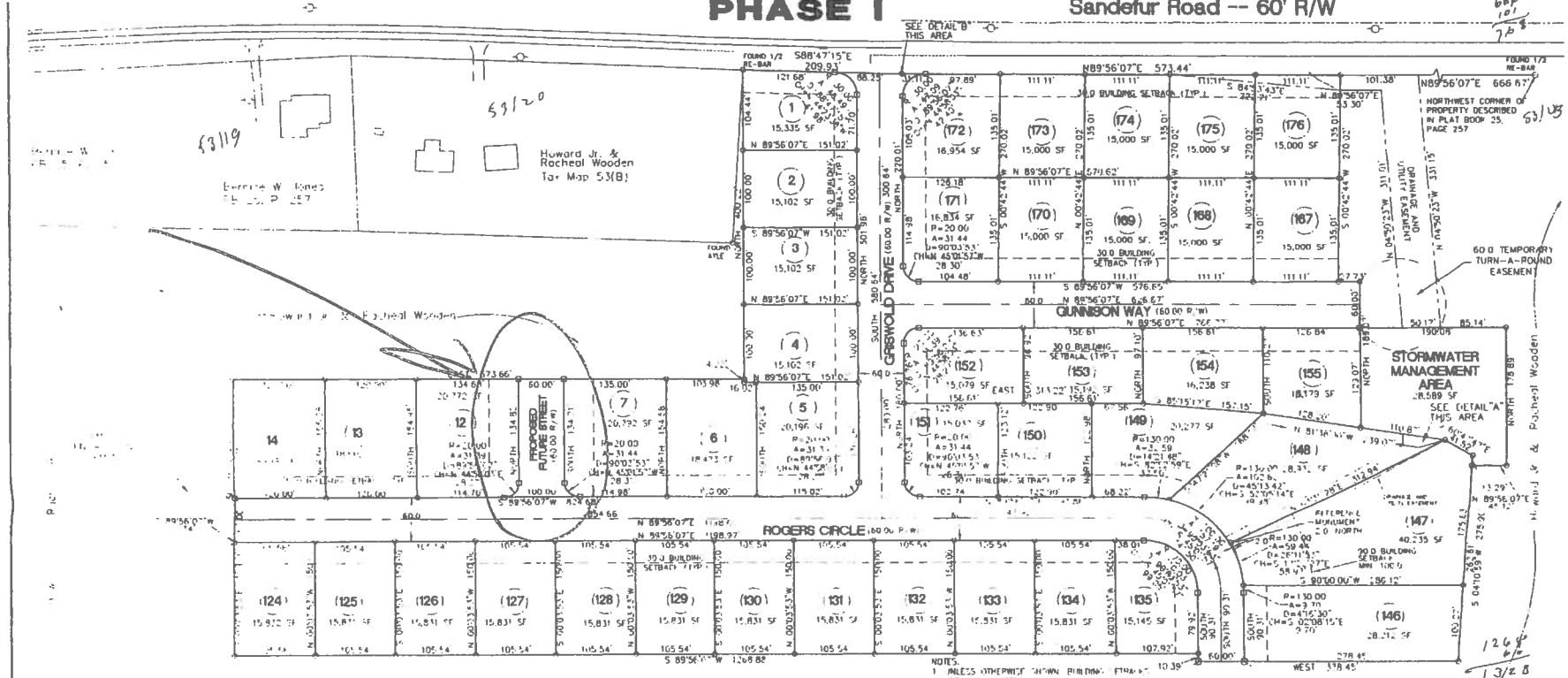
THE SUBDIVISION HEREON LIES IN LAND LOT 121 OF THE 10th. DISTRICT OF HOUSTON COUNTY, GEORGIA

PHASE I

Sandefur Road -- 60' R/W

Doc ID: 005715860001 Type: PLA
 Filed: 04/23/2001 at 08:50:00 AM
 Fee Amt: Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk
 BK 57 PG 125

FILED
 HOUSTON COUNTY
 '01 APR 23 AM 8:59
 CLERK SUPERIOR COURT



LEGEND

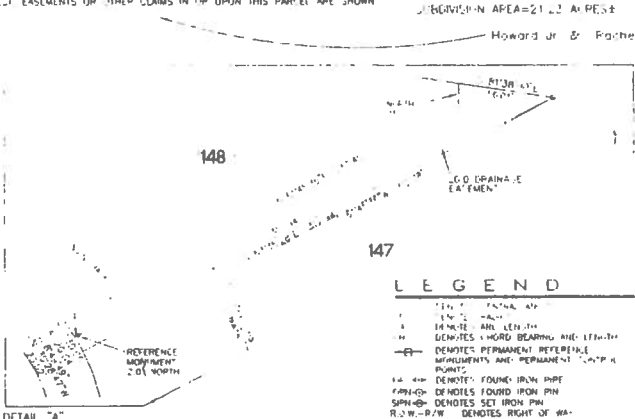
- DENOTES FUTURE LOT
- DENOTES EXISTING LOT
- DENOTES PERMANENT REFERENCE POINTS
- DENOTES FOUND IRON PIPE
- DENOTES FOUND IRON PIPE
- DENOTES SET IRON PIPE
- DENOTES RIGHT OF WAY

Owner's certification:
 I, the undersigned, certify that I am the owner of the land shown on this plat and that the same is not subject to any lien or claim of any kind except as shown on this plat.

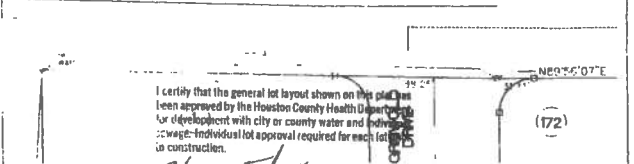
Health Department Certification:
 The plat has been reviewed and approved for compliance with the Health Department's regulations for subdivision of land.

Certification of approval by the county engineer:
 This plat has been reviewed and approved for compliance with the Georgia Subdivision Control Act and the Georgia Health Department's regulations for subdivision of land.

Certification of final approval by the commission:
 This plat has been reviewed and approved for compliance with the Georgia Subdivision Control Act and the Georgia Health Department's regulations for subdivision of land.



Sandefur Road -- 60' R/W



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

Equipped Used Easement
 Houston County Health Department

Barber's Certification:
 In my opinion this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law and has been calculated for area by latitude and departure and is found to be accurate within one (1) inch in 402,173.79 feet.

Prepared by:
 Carolyn V. Sullivan
 Clerk Superior Court

PREPARED BY
BROWARD DAVIS & ASSOC., INC.
 PLANNING — ENGINEERING — SURVEYING — DEVELOPMENT MANAGEMENT
 2414 MAHAN DRIVE — P.O. BOX 12367 — TALLAHASSEE, FLORIDA 32317 — (850) 878-4195

SCALE IN FEET
 SCALE: 1 INCH = 100 FEET

SHEET 1 OF 1
 ACAD ANDY COLLINS

This approval in no way releases the property owner or contractor from liability for damage to adjacent and downstream properties. The applicant warrants that the information contained herein is true and correct to the best of their knowledge and belief. The applicant warrants that the information contained herein is true and correct to the best of their knowledge and belief.

53-24 14495B
 0051220
 12301200

5/2/25

5/2/25

**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.

This final change order on the Houston County Government Building construction project with Sheridan Construction for \$70,503.45 will reduce the contract amount from \$3,489,172.00 to 3,418,668.55.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing Change Order #1 (Final) with Sheridan Construction of Macon decreasing the contract amount of \$3,489,172 to \$3,418,668.55.



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 15, 2021
Subject: Change Order: Bid# 21-07 Government Building

In September 2020, the Purchasing Department solicited bids for a Construction Manager for the Government Building project. The Houston County Commissioners awarded the contract to Sheridan Construction at the October 20, 2020, meeting.

The Houston County Purchasing Department, Public Works Department, and SP Design Group respectfully requests the Commissioners to approve the following Change Order to decrease the contract price in the amount of \$70,503.45. These changes are due to value engineering.

Original Contract Sum	Contract Sum will be decreased by Change Order	New Contract Sum including Change Order
\$3,489,172	-\$70,503.45	\$3,418,668.55



AIA Document G701™ – 2017

Change Order

PROJECT: (Name and address) Houston County Governmental Complex	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: August 31, 2021
OWNER: (Name and address) Houston County Commissioner's 2018 Kings Chapel Road Perry, Georgia 31069	ARCHITECT: (Name and address) SP Design Group Architects & Engineers, Inc. 5191 Columbus Rd Macon, GA 31206	CONTRACTOR: (Name and address) Sheridan Construction 1572 Schofield Street Macon, GA 31201

THE CONTRACT IS CHANGED AS FOLLOWS:

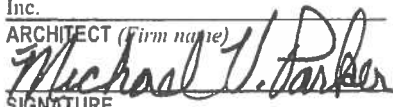
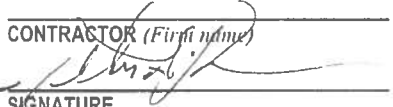
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 3,489,172.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,489,172.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 70,503.45
The new Contract Sum including this Change Order will be	\$ 3,418,668.55

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SP Design Group Architects & Engineers, Inc.	Sheridan Construction	Houston County Commissioner's
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Michael V. Parker, V. P.	Thomas Rogers	Robbie Dunbar, Director - Houston County Public Works
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
15 Sept 2021	9/15/21	
DATE	DATE	DATE

3

The City of Perry has submitted a water purchase request to serve Planter's Ridge Subdivision under the existing city/county water purchase agreement. The developer is required to post a bond for \$25,000 for work performed on the Houston County Water System to include the installation of the appropriately sized master meter.

Public Works has reviewed the request and recommends approval of the meter under our water purchase agreement.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

a request from the City of Perry to include Planter's Ridge Subdivision in the current water use agreement between the City of Perry and Houston County. A master meter will be installed for this location. Approval is contingent upon meeting the requirements of the Houston County Utility Accommodations, and upon the developer posting a bond for \$25,000 for work performed on the Houston County Water System.



Houston County Public Works

Office

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

Robbie Dunbar
Director of Operations

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief/ EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Brian Jones, PE
Utility Engineer

Terry Dietsch
Solid Waste Superintendent

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, Utility Engineer *BJ*

Date: Tuesday, September 14, 2021

CC: Robbie Dunbar, Director of Operations

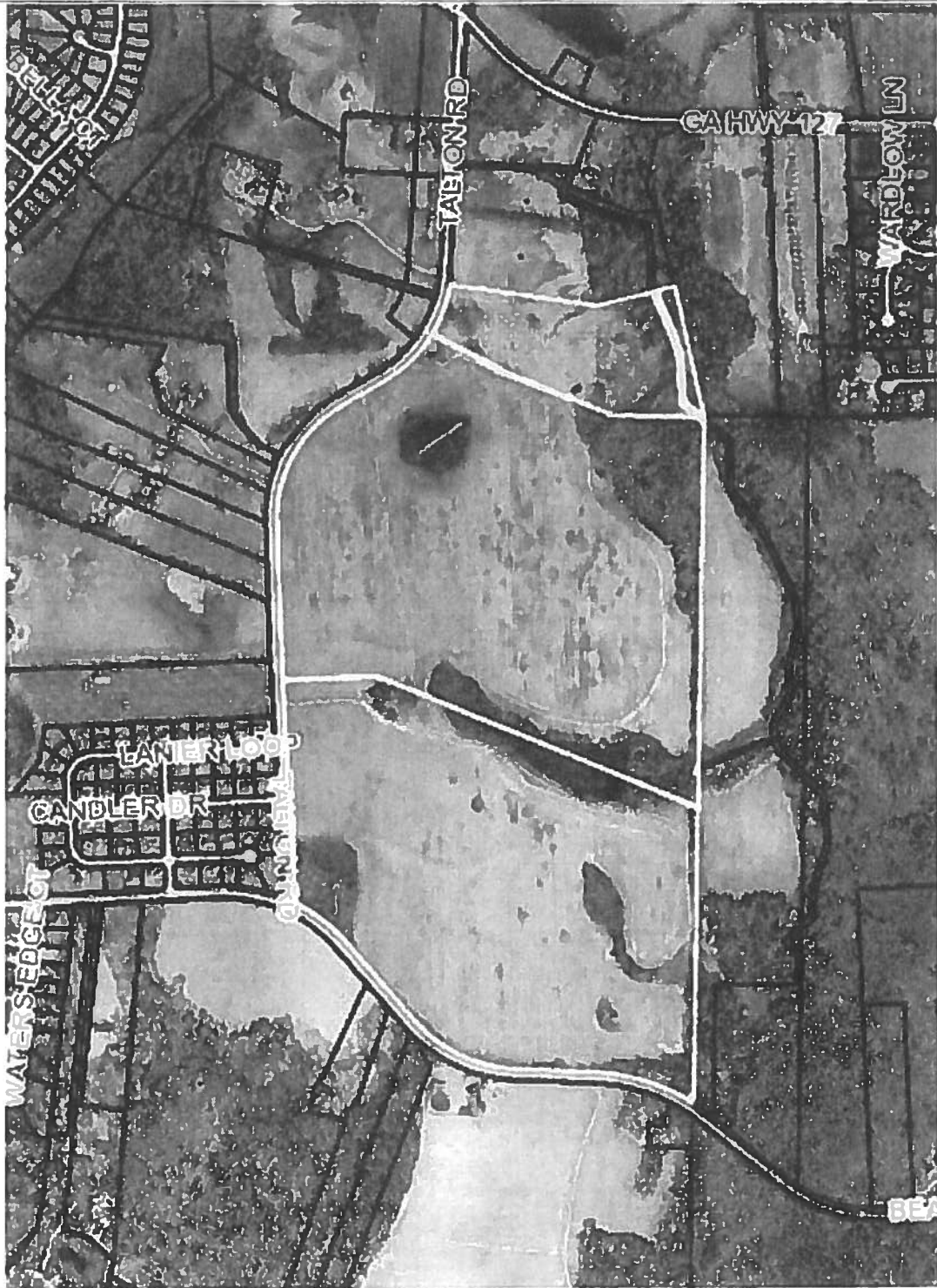
RE: Water Purchase Request from City of Perry for Planter's Ridge SD

OK
Rew

Please find attached a request from the City of Perry to serve *Planter's Ridge Subdivision* under our city/county water purchase agreement. In keeping with water use agreement between the Houston County Board of Commissioners and the City of Perry, and adhering to rate structure approve by Houston County Board of Commissioners on November 19, 2019, please favorably consider this request contingent upon the developer posting a bond for \$25,000 for work performed on the Houston County Water System (see attached letter).

Thank you for your consideration of this request.

Location Map
Planter's Ridge Subdivision





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

September 22, 2021

Chad McMurrian
Engineering Services Manager
City of Perry

Subject: Water Connection Approval at Planter's Ridge Subdivision
Residential Development

Dear Mr. McMurrian,

The plans for the above referenced project have been reviewed by the Houston County Water Department. The Department requires a performance bond, escrow letter, or letter of credit for \$25,000 for work performed by a contractor on the County's water system.

Upon acceptance by the County for connecting to our system by the City, the appropriate master meter being located on site, and receipt of the performance assurance, the connection is permitted.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Brian Jones".

Brian Jones

Acting District Attorney William Kendall is requesting to rehire five former employees to fill vacancies in his office as follows:

Eric Edwards	Assistant District Attorney	Grade 27-E
Rodrigo Silva	Assistant District Attorney	Grade 27-B
Felicia Richardson	Crime Victim Advocate/Supervisor	Grade 16-C
Amy Thomas	Crime Victim Advocate	Grade 14-C
Crystal Clark	Legal Secretary	Grade 13-D

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

hiring Eric Edwards as an Assistant District Attorney at Grade 27-E; Rodrigo Silva as an Assistant District Attorney at Grade 27-B; Felicia Richardson as a Crime Victim Advocate/Supervisor at Grade 16-C; Amy Thomas as a Crime Victim Advocate at Grade 14-C; and Crystal Clark as a Legal Secretary at Grade 13-D. Each would be effective 9/22/21.



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: September 15, 2021
Re: District Attorney New Hire's

Acting District Attorney William Kendall is requesting to re-hire several former employees to fill vacancies in the DA's office. These are as follows:

Eric Edwards - ADA (Grade 27-E)
Rodrigo Silva - ADA (Grade 27-B)
Felicia Richardson - Crime Victim Advocate/Supervisor (Grade 16-C)
Amy Thomas - Crime Victim Advocate (Grade 14-C)
Crystal Clark - Legal Secretary (Grade 13-D)

If approved it is requested that this be effective September 22, 2021.

Please consider this request.

William M. Kendall

Acting District Attorney
Houston Judicial Circuit



September 15, 2021

Mr. Kenneth Carter, Houston County Board of Commissioners

I have hired Mr. Eric Edwards for the position of Assistant District Attorney in the Special Victim's Unit. Mr. Edwards will replace former ADA Alicia Gassett, starting on September 21, 2021. I am respectfully requesting his Grade and Step to be commensurate to what it was when he was previously employed in the position. I have attached his resume, if needed. Thank you in advance for any help, please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Wm Kendall".

William M. Kendall
Acting District Attorney

Felony Division
201 N. Perry Parkway
Perry, Georgia 31069
Office: 478.218.4810 Fax: 478.218.4815

Juvenile Division
206 Carl Vinson Parkway
Warner Robins, Georgia 31088
Office: 478.542.2065 478.542.2137

Eric Z. Edwards

Education

- Georgia State University College of Law**, Atlanta, GA 8/2009 – 5/2012
Juris Doctor, May 2012
Graduated with “Highest *Pro Bono* Distinction”
- Johannes Kepler University**, Linz, Austria 5/2010 – 6/2010
Summer Academy in International Commercial Arbitration
- Georgia Southern University**, Statesboro, GA 8/2005 – 5/2009
Bachelor of Arts, May 2009
Biology Major, Geology Minor

Experience

Assistant District Attorney, Major Crimes Division 4/5/2021 – Present
Office of the District Attorney, Macon Judicial Circuit
Macon, GA

- Responsible for the prosecution, from arrest through appeal, of a felony caseload in the “serious violent crime”/“persons” unit, consisting primarily of armed robbery, aggravated assault, and homicide cases involving young, gang-affiliated offenders.
- Have successfully tried three cases to jury verdict since trials re-started here in May 2021 after the yearlong COVID lockdown, including two Malice Murder trials.
- Serve as the office point person on vehicular homicide cases and other types of complex death cases.

Senior Assistant Public Defender 5/22/2020 – 4/4/2021
Office of the Public Defender, Houston Judicial Circuit
Houston County, GA

- Personally represented anywhere from 200 to 250 individuals accused of felony offenses or violations of felony probation in Houston County at any given time.
- Handled my clients' cases from arrest to disposition, to include bond hearings, preliminary hearings, arraignments, extensive motions practice and pre-trial hearings, jury trials, and post-adjudicatory hearings.
- Served as a member of the leadership team that shepherded the office through the Covid-19 judicial shutdown and restart, participating in the creation of policies and best practices, and drafting standing motions for the office regarding the unique challenges the pandemic presented.
- Spearheaded the transition of the office to new case management software/technology, responsible for training junior attorneys in use of the systems.

Assistant District Attorney 2/1/2015 – 5/21/2020
Office of the District Attorney, Houston Judicial Circuit
Houston County, GA

- Was responsible for the prosecution of a felony caseload containing hundreds of cases at any given time.
 - Final assignment was as the lead prosecutor and supervisor of the “Special Victims Unit,” responsible for prosecution of all of the infant homicide cases, child molestation cases, internet crimes against children cases, human trafficking cases, and related offenses that occurred in Houston County.
 - Tried 40 felony cases, as either lead or associate counsel, before Houston County juries from jury selection to verdict, ranging from the theft of a dune buggy to a 30-year-old cold case murder. Seventeen of those cases were “serious violent felony” trials and fifteen of them involved sex crimes committed against children, including three human trafficking trials where juveniles had been trafficked for sexual servitude.
 - Hired and served as the immediate supervisor to law student interns, including those working under Georgia's Third-Year Practice Act.
-

Judicial Law Clerk & Staff Attorney
Superior Court, Houston Judicial Circuit
Houston County, GA

2/13/2013 – 1/31/2015

- Performed extensive research on behalf of the Honorable George F. Nunn, Jr., Edward D. Lukemire, and Katherine K. Lumsden, drafting legal memoranda and proposed orders and making recommendations on rules of law.
- Reviewed every *pro se* domestic case filed in the Superior Court for legal sufficiency before the cases could proceed to formal hearing, functioning as the primary courthouse contact for *pro se* litigants.
- Served as the immediate supervisor to law student interns who were participating in their school's judicial practicum program.
- Negotiated the renewals of the county law library fund's online legal research platform contracts.

Professional Affiliations & Volunteer Activities

Middle Georgia Access to Justice Council , Macon, GA Board of Directors Member	1/2021 – Present
Human Trafficking Task Force – United States Attorney's Office, Middle District of Georgia , Macon, GA District Attorney's Office Representative	7/2019 – 5/2020
Houston County Sexual Assault Response Team , Houston County, GA District Attorney's Office Representative	12/2018 – 5/2020
Planning Commission, City of Perry , Perry, GA Commissioner Current Chairman (1/2018-Present)	9/2017 – Present
Multi-Disciplinary Team (Child Abuse Review Team) , Houston County, GA District Attorney's Office Representative	5/2016 – 5/2020
Houston County Child Fatality Review Board , Houston County, GA District Attorney's Office Representative	5/2016 – 5/2020
Houston County Bar Association , Houston County, GA Member Current Vice President/President-Elect (1/2020-Present) Law Day Scholarship Essay Contest judging panel member (2017-Present) Past President, Houston County Young Lawyers Division (2016-2017)	2/2013 – Present
State Bar of Georgia Active Member in Good Standing State Bar Young Lawyers Division District Representative (2017-2018)	11/2012 – Present

William M. Kendall

Acting District Attorney
Houston Judicial Circuit



September 15, 2021

Mr. Kenneth Carter, Houston County Board of Commissioners

I have hired Mr. Rodrigo Silva for the position of Assistant District Attorney. Mr. Silva will replace former ADA Venita McCoy position, starting September 21, 2021. I am respectfully requesting his Grade and Step to be commensurate to what it was when he was previously employed in the position. I have attached his resume, if needed. Thank you in advance for any help, please contact me should you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Wm Kendall".

William M. Kendall
Acting District Attorney

Felony Division
201 N. Perry Parkway
Perry, Georgia 31069
Office: 478.218.4810 Fax: 478.218.4815

Juvenile Division
206 Carl Vinson Parkway
Warner Robins, Georgia 31088
Office: 478.542.2065 478.542.2137

RODRIGO L. SILVA

Experience

BIBB COUNTY DISTRICT ATTORNEY'S OFFICE, Macon, GA

April 2021-present

Assistant District Attorney, Full-time

General crimes prosecutor handling in excess of 400 property and drug cases. Conducted bond, motions, sentencing, probation revocation hearings. Negotiate plea bargains with defense attorneys. Primary attorney contact for Open Records requests.

HOUSTON COUNTY DISTRICT ATTORNEY'S OFFICE, Perry, GA

July 2016 – April 2021

Assistant District Attorney, Full-time

Represent the State of Georgia in preliminary, bond, motions, sentencing, probation revocation, motion for new trial hearings. Conducted 15 jury and bench trials charging gang terrorism, murder, home invasion, armed robbery, aggravated assault, drug trafficking and distribution, firearm violations, theft, burglary. Assisted with RICO and conspiracy prosecutions based off Title III wiretap investigations. Prosecuted more than 100 civil asset forfeiture cases.

DON TURNER LEGAL TEAM, LLC, Roswell, GA

March 2016 – June 2016

Associate Attorney, Full-time

Represented criminal defense clients at arraignments, administrative license, bond, protective order, preliminary, and sentencing hearings. Drafted memos on police roadblocks in DUI cases, revealing confidential informants, speedy trial issues.

COBB COUNTY DISTRICT ATTORNEY'S OFFICE, Marietta, GA

August 2014 – March 2016

Law Clerk/Special Assistant District Attorney, Part-time, 15-30 hours per week

Edited and cite checked for 3rd and 4th editions of *Carlson on Evidence: Comparing the Georgia and Federal Rules*. Provided trial preparation assistance and support in murder and gang prosecutions. Assisted in writing of amicus brief to Georgia Supreme Court in *State v. Jones*, 297 Ga. 156 (2015) which expanded the use of 404(b) evidence in DUI cases.

Education

ATLANTA'S JOHN MARSHALL LAW SCHOOL, Atlanta, GA

May 2015

Juris Doctor, *summa cum laude*

Class Rank: **Top 5%** (Ranked #1)

Honors: *John Marshall Law Journal* (2013-2015)

- Executive Articles Editor for Fall 2014 and Spring 2015 issues

John Marshall Moot Court (2014-2015)

- Represented school at competition focusing on freedom of speech and freedom of religion issues

UNIVERSITY OF TEXAS AT HOUSTON SCHOOL OF PUBLIC HEALTH, Houston, TX

June 2003

Master of Public Health

UNIVERSITY OF TEXAS AT DALLAS, Richardson, TX

August 2000

Bachelor of Arts: Biology

Publications

Reckoning RLUIPA's Substantial Burden Provision. A Sliding Scale Approach, 8 JOHN MARSHALL L. J. 127 (Fall 2014)

Senate Bill 224: Invest Georgia Fund; Create, 6 JOHN MARSHALL L. J. 817 (Spring 2013)

Additional Information

Licensure: State Bar of Georgia # 516359 (November 2015)

Languages: Portuguese (proficient); Spanish (conversational)

William M. Kendall

Acting District Attorney
Houston Judicial Circuit



September 15, 2021

Mr. Kenneth Carter, Houston County Board of Commissioners

I have hired Ms. Felicia Richardson for the position of Victim Advocate - Supervisor. Ms. Richardson will replace former Victim Advocate Supervisor Dawn Raymond, starting October 5, 2021. I am respectfully requesting she be placed at Grade 16 and a Step commensurate to her experience and ability. I have attached her resume, if needed. Thank you in advance for any help, please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Wm Kendall". The signature is written in a cursive, slightly slanted style.

William M. Kendall
Acting District Attorney

Felony Division
201 N. Perry Parkway
Perry, Georgia 31069
Office: 478.218.4810 | Fax: 478.218.4815

Juvenile Division
206 Carl Vinson Parkway
Warner Robins, Georgia 31088
Office: 478.542.2065 | 478.542.2137

FELICIA L. RICHARDSON

QUALIFICATIONS

Results oriented professional with over 12 years of experience in the victim advocacy field. Strong leader with a high degree of self-discipline. Possesses the ability to research, develop and carry out what is necessary to solve a problem in a timely and accurate manner. Motivated, flexible, and able to cultivate quality working relationships with others easily.

PROFESSIONAL SKILLS

- Strong Communication Skills
- Excellent Customer Service Skills
- Ability to Effectively Explain Complex Issues
- Great Attention to Detail
- Possess a Strong Knowledge of Computers
- Excel in Training, Leading and Motivating
- Remarkable Conflict Management Skills
- Results Oriented
- Self-Disciplined
- Flexible

EMPLOYMENT

Victim Advocate-Early Notification

April 5, 2021-Current

Bibb County District Attorney's Office (Macon Georgia)

- Reviewed and assessed violent crime reports as reported to the police by crime victims, witnesses, etc.
- Assisted with victim compensation applications and helped victims gather restitution documentation.
- Assisted law enforcement and District Attorney's Office in interviewing crime victims, providing emotional support and physical resources as necessary.
- Identified and resolved problems and clearly communicated action with staff and superiors.
- Kept statistical records of victim contacts.
- Informed victims of crime of court dates, explained the criminal justice process, accompanied victims and family members during trial, and assisted with victim impact statements during the trial phase.

Legal Advocate

August 26, 2020- March 17, 2021

Salvation Army Safe House (Warner Robins Georgia)

- Assist clients in obtaining protections orders.
- Assist clients with safety planning.
- Help clients navigate the civil and criminal justice systems.
- Obtain referrals to legal, community and other resources.
- Provide clients with daily needs in the shelter.

Victim Advocate Supervisor

August 18, 2008 – July 12, 2019

Houston County District Attorney's Office (Perry Georgia)

- Supervised and managed personnel in two locations (Perry and Warner Robins).
- Maintained personnel records.
- Identified and resolved problems and clearly communicated action with staff and superiors.
- Reviewed and assessed violent crime reports as reported to the police by crime victims, witnesses, etc.
- Assisted law enforcement and District Attorney's Office in interviewing crime victims, providing emotional support and physical resources as necessary.
- Informed victims of crime of court dates, explained the criminal justice process, accompanied victims and family members during trial, and assisted with victim impact statements during the trial phase.
- Coordinated excused absence from employment, childcare, transportation, lodging, and other accommodations for victims and witnesses to assist them in keeping appointments and attending court appearances.
- Assisted with victim compensation applications and helped victims gather restitution documentation.
- Prepared documented correspondence, assessment reports, impact statements, case records, program information and related documents to ensure program activities comply with legal mandates.

- Maintained effective relationships between judges, attorneys, law enforcement, staff, subordinates, and victims.
- Maintained strong liaison with human service agencies to provide effective service to victims.
- Kept statistical records of victim contacts.
- Interviewed, hired, and trained interns and future advocates.

Data Entry Associate (25 hours per week) 2004 to 2006
 Colorado Children's Immunization Coalition (Colorado Springs Colorado)

- Searched medical records for immunization history.
- Reviewed Immunization Records.
- Collected and entered pertinent demographic and immunization data from participants in the Colorado community to generate appropriate reports for the Colorado Children's Immunization Coalition.

EDUCATION

Central Georgia Technical College Associates Degree in Criminal Justice 2009
 Middle Georgia Technical University Student/LPN Program 2000
 Valencia College Orlando Florida Associates Degree in General Studies Spring 2022

LICENSES & CERTIFICATES

N.O.V.A Credentialed Advocate, National Advocate Credentialing Program-Advanced Level 2018
 Exercising Leadership: Foundation Principles, Harvard X, On-line learning 2021

William M. Kendall

Acting District Attorney
Houston Judicial Circuit



September 15, 2021

Mr. Kenneth Carter, Houston County Board of Commissioners

I have hired Ms. Amy Thomas for the position of Victim Advocate. Ms. Thomas will replace former Victim Advocate Keylin McCormick, starting October 5, 2021. I am respectfully requesting her Grade and Step to be commensurate to her experience and ability. I have attached her resume, if needed. Thank you in advance for any help, please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Wm Kendall". The signature is written in a cursive, slightly slanted style.

William M. Kendall
Acting District Attorney

Felony Division
201 N. Perry Parkway
Perry, Georgia 31069
Office: 478.218.4810 | Fax: 478.218.4815

Juvenile Division
206 Carl Vinson Parkway
Warner Robins, Georgia 31088
Office: 478.542.2065 478.542.2137

Amy N. Thomas

QUALIFICATIONS

Results oriented professional with over 15 years' experience in the advocacy field. Strong leader with a high degree of self-discipline. Possesses the ability to research, develop and carry out what is necessary to solve a problem in a timely and accurate manner. Motivated, flexible and able to cultivate quality working relationships with others easily.

CORE COMPETENCIES

Strong Communication Skills	Excellent Customer Service Skills
Ability to Effectively Explain Complex Issues	Remarkable Conflict Management Skills
Excel in Training, Leading and Motivating People	Possess a Strong Knowledge of Computer Fundamentals
Outstanding Public Speaking Skills	Intense Attention to Detail

PROFESSIONAL EXPERIENCE

- Reviewed and assessed violent crime reports as reported to the police by crime victims, witnesses, etc.
- Assisted law enforcement and District Attorney's Office in interviewing crime victims, providing emotional support and physical resources as necessary.
- Informed victims of crime of court dates, explained the criminal justice process, accompanied victims and family members during trial, and assisted with victim impact statements during the trial phase.
- Coordinated excused absence from employment, childcare, transportation, lodging, and other accommodations for victims and witnesses to assist them in keeping appointments and attending court appearances.
- Assisted with victim compensation applications and helped victims gather restitution documentation.
- Prepared documented correspondence, assessment reports, impact statements, case records, program information and related documents to ensure victim services activities comply with legal mandates.
- Worked as a liaison between law enforcement, prosecutors, and victims.
- Developed a strong relationship between law enforcement and human service agencies to provide effective service to victims.
- Documented statistical records of victim contacts.
- Interviewed, selected, and trained future advocates.
- Created and maintained budget for victim services department.
- Managed grant funding.
- Facilitated, promoted, and directed prevention sessions/classes on healthy relationships and violence awareness for Fort Valley State University students and the Upward Bound Program.
- Planned, organized, directed and participated in community wide outreach events such as "Take Back the Night"

CAREER HISTORY

Macon Judicial Circuit District Attorney's Office Victim/Witness Advocate	April 2021 to Sept 2021
Houston County District Attorney's Office Crime Victim Advocate	Aug 2011 to Jul 2019
Hodac Victim Advocate	Nov 2008 to Nov 2010

EDUCATION / TRAINING

Bachelors of Science, Public Services in Human Services Middle Georgia State University, Macon, GA	2008
Associate of Art, Psychology Middle Georgia State University, Macon, GA	2006
Certified Advanced Level Comprehensive Victim Intervention Specialist; National Organization for Victim Assistance (NOVA)	2018
Certified Domestic Violence and Sexual Assault Victim-Advocate; California Office of Criminal Justice and Planning	1999

- Maintained effective relationships between judges, attorneys, law enforcement, staff, subordinates, and victims.
- Maintained strong liaison with human service agencies to provide effective service to victims.
- Kept statistical records of victim contacts.
- Interviewed, hired, and trained interns and future advocates.

Data Entry Associate (25 hours per week) 2004 to 2006

Colorado Children's Immunization Coalition (Colorado Springs Colorado)

- Searched medical records for immunization history.
- Reviewed Immunization Records.
- Collected and entered pertinent demographic and immunization data from participants in the Colorado community to generate appropriate reports for the Colorado Children's Immunization Coalition.

EDUCATION

Central Georgia Technical College Associates Degree in Criminal Justice 2009
 Middle Georgia Technical University Student/LPN Program 2000
 Valencia College Orlando Florida Associates Degree in General Studies Spring 2022

LICENSES & CERTIFICATES

N.O.V.A Credentialed Advocate, National Advocate Credentialing Program-Advanced Level 2018
 Exercising Leadership: Foundation Principles, Harvard X, On-line learning 2021

William M. Kendall

Acting District Attorney
Houston Judicial Circuit



September 14, 2021

Mr. Kenneth Carter, Houston County Board of Commissioners

I have hired Ms. Crystal Clark for the position of Legal Assistant. Aside from the general duties assigned to legal assistants she will also be handling the administrative duties pertaining to civil forfeiture actions. Ms. Clark was a previously employed by the Houston County District Attorney's Office from July 2006 to January 2021, and had done exceptional work for our office. Because of her short break in service from our office, she was recently hired on at the Grade 13-A pay rate. Therefore, I am respectfully requesting the Commission approve a step increase to "D" in order to meet her previous pay. Thank you in advance for any help, please contact me should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "W M Kendall". The signature is written in a cursive, slightly slanted style.

William M. Kendall
Acting District Attorney

Felony Division
201 N. Perry Parkway
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Office: 478.218.4810 | Fax: 478.218.4815

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206 Carl Vinson Parkway
Warner Robins, Georgia 31088
Office: 478.542.2065 | 478.542.2137

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the following appointments will be filling unexpired terms:

Library Board	Jessica Perdue	9/21/21 thru 6/30/24
Middle GA Regional Development Authority	Ben Hulbert	9/21/21 thru 12/31/22

and the following re-appointments:

Planning & Zoning	Steve Williams	9/07/21 thru 9/06/25
Middle GA Regional Development Authority	Jim Newton	9/21/21 thru 2/20/23

6

The purpose of this Georgia Search and Rescue (GSAR) Memorandum of Agreement between the County and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is to provide mutual aid assistance when called upon.

By virtue of GEMA/HS's creation, equipping, training and exercise of GSAR teams for use as special regional response teams, Houston County responds at their request to emergencies or disasters declared by the governing authority of any political subdivision that is a participating party. These events could be natural disasters, technological hazard, human-caused disasters, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism or other significant events.

This agreement will commence upon approval and signature and will expire on January 31, 2025.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Georgia Search and Rescue Team (GSAR) Memorandum of Agreement with the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The agreement will expire on January 31, 2025.

**GEORGIA EMERGENCY MANAGEMENT AGENCY / HOMELAND
SECURITY**
GEORGIA SEARCH AND RESCUE TEAM (GSAR) # 4
MEMORANDUM OF AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the State and local governments authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act, the Georgia Emergency Management Agency / Homeland Security (GEMA/HS) has authority to coordinate assistance between local governments during emergencies and to provide available resources, where needed. As part of the authority, GEMA/HS created the Georgia Search and Rescue (GSAR) teams as special regional response teams comprised of qualified local governmental public safety entities. GEMA/HS supplied teams with appropriate equipment, training, and exercises, enabling each team to assist with GSAR personnel, equipment, facilities, services, supplies and other resources during an emergency or disaster.

This Memorandum of Agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions hereinafter called "Participating Parties" and GEMA/HS. The following terms and expressions will apply:

- (1) "Agreement" means this agreement,
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party providing assistance pursuant to this Agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee authorized in writing to request, offer or otherwise provide assistance or an employee of GEMA/HS designated by its Director under the terms of this Agreement.
- (5) "Participating Parties" means the State of Georgia, the counties and the municipalities of the State of Georgia and Georgia Search and Rescue team member agencies.
- (6) "Requesting Party" means a Participating Party which requests assistance pursuant to this Agreement during a disaster or emergency.

Any term or expression not defined in this Agreement will have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context clearly suggesting a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster duly declared by the governing authority of any Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism or other significant event.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The guiding principle of this Agreement is the prompt, full and effective utilization of Participating Party resources, including any resources on hand or available from any governmental entities, to ensure the safety, care and welfare of people affected by a declared emergency.

Participating Parties accepting grant funds from The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD) Homeland Security Grant Program agreed through the GEMA/HS Grantee-Subgrantee Agreement to be bound by the Special Conditions contained therein. The Special Conditions require the Subgrantee to comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack involving use of weapons of mass destruction or other events as determined by GEMA/HS. The Subgrantee will also sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA deems necessary to assure the Subgrantee fulfills its obligations to render mutual aid.

Through the creation, equipping, training and exercise of GSAR Teams for use as special regional response teams, GEMA/HS has an expectation these teams will respond at the request of GEMA/HS to an emergency or disaster duly declared by the governing authority of any political subdivision which is a Participating Party, whether arising from a natural disaster, technological hazard, human caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism or other significant events, in accordance within the provisions of this Agreement.

The Chief Executive Officer of the Public Safety entity participating as a member of the GSAR team is responsible for formulation of the appropriate plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) Each Participating Party formulates procedures and programs for intergovernmental cooperation during the performance of responsibilities listed in this Agreement. When formulating and executing such plans, each Participating Party will inventory resources, establish procedures for the loan and delivery of human and material resources and establish procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency requires assistance, the authorized representative of the Requesting Party for the Participating Party may request assistance from another Participating Party by contacting the GEMA/HS Director. The provisions of this Agreement will only apply to requests for assistance made by and to authorized representatives for GSAR resources and assets. Requests may be verbal or written. If verbal, the request will be confirmed in writing within 30 days of the verbal request. Requests will provide the following information:

- (1) Description of the GSAR emergency service function needed, including but not limited to search and rescue, fire services and resource support;
- (2) Amount and type of personnel, equipment, materials, and supplies needed.
- (3) Reasonable estimate of time each resource is needed; and
- (4) Specific place and time for staging of Assisting Party's response and a point of contact at said location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid will take necessary action to provide and make available resources covered by this Agreement, in accordance with the terms herein. However, the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for its own political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will fall under operational control of the emergency services authorities of the Requesting Party unless the GEMA/HS Director or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and will continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) Pursuant to O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) Pursuant to O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by law.

ARTICLE VII
RIGHTS AND PRIVILEGES

Pursuant to O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

Pursuant to O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service, and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party will maintain records and submit invoices for reimbursement to the Requesting Party.

ARTICLE IX
IMPLEMENTATION AND WITHDRAWAL

- (a) This Agreement will take effect immediately upon its approval and execution by GEMA/HS and the authorized representative of the GSAR team jurisdictions, comprising GSAR Team 4;
- (b) Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no withdrawal will take effect until thirty (30) days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action will not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.
- (c) Copies of this Agreement will, at the time of approval, be deposited with each of the Participating Parties and with GEMA/HS.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY / HOMELAND SECURITY

GEMA/HS will act as the coordinating entity under this Agreement. Nothing herein will limit any authority of the Governor or the GEMA/HS Director under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, all provisions of this Agreement which may conflict with actions taken pursuant to such declaration will be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This Agreement will expire on January 31, 2025. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term will extend the term of this Agreement for four years. Each four-year extension will constitute a separate agreement.

ARTICLE XII
VALIDITY

This Agreement will be construed to effectuate the purposes stated in Articles II and III herein. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and its applicability to other persons and circumstances will not be affected.

Agreed:

Tommy Stalnaker, Chairman
Houston County Bd of Commissioners

Christopher Stoner, Chief
Houston County Fire Department

Date

Director of GEMA/HS or
Authorized Representative

Date

These professional service agreements with Jani-King of Macon cover custodial services at the Magistrate Court and the Juvenile Court. Jani-King has been performing these services on a trial basis for several months and staff now recommends approval of these formal contracts.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement for custodial services at the Houston County Magistrate Court building in the amount of \$1,980 per month and at the Houston County Juvenile Court building in the amount of \$3,079 per month.



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*
Date: September 15, 2021 *OK [Signature]*
Re: Jani-King Professional Services Agreement- Magistrate Court

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Jani-King** for cleaning services at Magistrate Court. This agreement would have the named areas serviced five (5) times per week at a cost of **\$1,980.00** per month.

Thank you for your consideration of this request.



Scott Chamlee
Regional Director
Jani-King of Macon
544 Mulberry Street
Suite 418
Macon, GA 31201
(478) 314-3940
schamlea@
janikingofmacon.com

September 15, 2021

Houston County Magistrate Court
89 Cohen Walker Dr
Warner Robins, GA 31088

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your facility.

JANI-KING appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

- * All labor
- * All supervision
- * All materials for cleaning
- * All equipment for cleaning
- * All payroll, payroll taxes, insurance, etc.

Each **JANI-KING** representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by **JANI-KING** personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (478) 314-3940.

Trusting we may be of service,

Johnnie Prater
Franchise Owner, The Prater Group, LLC.
JANI-KING OF MACON

United States
Atlanta • Augusta
Austin • Baltimore
Baton Rouge
Birmingham
Boston • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Cotton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Memphis • Miami
Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
San Francisco
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Australia
Perth
Sydney

Brazil
Sao Paulo

Canada
Nova Scotia
Ontario • Toronto

Great Britain
Birmingham
London

Mexico
Monterrey

Singapore

Spain

Turkey
Istanbul

GENERAL PROCEDURES

I. SUPERVISION

- A. **JANI-KING** will stay in close contact with management concerning all work performed.
- B. All **JANI-KING** personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All personnel will be checked regularly as to performance and ability to maintain **JANI-KING** standards.

II. WAGE SCALE

- A. All personnel will be paid no less than the minimum scale as required by Federal Law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. A card file is set up and maintained on all **JANI-KING** personnel.
- B. **JANI-KING** partners and representatives will work closely with management in regards to the use of acceptable personnel.
- C. **JANI-KING** will check to make sure that the building is properly secured before leaving the building.
- D. **JANI-KING** will provide all necessary insurance and bonds on all its personnel.

JANI-KING FRANCHISEE CONCEPT

JANI-KING is an international company currently operating 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of companies nationwide.

At **JANI-KING** we know that the quality of service your facility receives is for the most part determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified **JANI-KING** franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that **JANI-KING** Franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why **JANI-KING** puts a qualified and motivated **JANI-KING** Franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the **JANI-KING** Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At **JANI-KING**, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The **JANI-KING** motto is "The Performance People". Our extensive list of client references will attest that **JANI-KING** Franchisees live up to it.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **SAVANNAH RIVER ENTERPRISES, INC. d/b/a JANI-KING of MACON** ("JANI-KING") and **HOUSTON COUNTY MAGISTRATE COURT** ("CLIENT").

WHEREAS:

- **Jani-King** is in the business of providing commercial cleaning and maintenance services; and,
- **Client** is desirous of the services of **Jani-King** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **Jani-King** agrees to provide such services to **Client**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, 2022.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

Houston County Magistrate Court
89 Cohen Walker Dr
Warner Robins, GA 31088

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. **Jani-King** agrees to service the Named Areas as scheduled FIVE (5) times per week, on **Sun Mon Tues Wed Thurs Fri Sat** , between the hours of **9am** to **5pm**.

INT: ____ INT: ____

1.6. **Jani-King** agrees to furnish all equipment and tools necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **Client** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **Client** hereby agrees to hold **Jani-King** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **Jani-King's** personnel, to asbestos, or hazardous or harmful materials.

1.7 To the fullest extent permitted by law, **Jani-King** shall indemnify and hold harmless the **Client** and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from JANI-KING's performance of the work hereunder provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible personal property (other than the work itself) including the loss of use resulting there from, and to the extent only that it is caused in whole or part by any negligent act or omission of a **Jani-King**, of any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligations of **Jani-King** under this paragraph shall not extend to claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way attributable to the negligence of the Client or any of its agents and employees.

2. PAYMENT OF SERVICES

2.1. **Client** agrees to pay to **Jani-King** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **Client** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **Client** agrees that all payments due and owing **Jani-King**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING OF MACON
544 Mulberry Street, Suite 418
Macon, GA 31201

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.

2.3. From time to time, as the parties may agree, the amount to be paid by **Client** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

INT: _____ INT: _____

2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **Jani-King** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.

2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **Jani-King** may suspend services to **Client** until such payment is received. Suspension of services by **Jani-King** under this Section shall not deprive **Jani-King** of any of its remedies or actions against **Client** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **Jani-King** rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that **Jani-King** will select all franchisees and designate all personnel to perform its obligations under this Agreement.

3.2. **Jani-King** and any of its personnel are not employees of **Client** but are independent contractors; and in this regard, such **Jani-King** authorized franchise owners and their employees will not be within the protection or coverage of **Client's** Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to **Jani-King** herein, the same being contract payments and not wages.

3.3. **Client** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **Client** will not employ any employees, agents, representatives or franchisees of **Jani-King** or any employees of **Jani-King** franchisees without the express written consent of **Jani-King**. **Jani-King** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **Client** without the express written consent of **Client**.

4. TERM, RENEWAL AND TERMINATION

4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **Client** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **Jani-King** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **Client** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **Client** for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached. Before any termination

INT:___ INT:_____

for non-performance is effective, **Client** must give **Jani-King** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **Jani-King**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **Client**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **Client** shall provide written notification, as described herein, to **Jani-King** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.

4.3. In the event **Client** terminates this Agreement for any reason other than non-performance, as described above, **Client** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.

4.4. All notices between **Client** and **Jani-King** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **Jani-King** or to the address stated on the signature page of this Agreement for **Client**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for **Jani-King** to institute suit against **Client** to secure or protect its rights or to collect any sums due under this Agreement, **Jani-King** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **Jani-King** and **Client** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

INT: _____ INT: _____

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **Jani-King** regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8 The undersigned individual owner, officer, agent, member or employee of **Client** hereby guarantees the payment to **Jani-King** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **Jani-King** would not enter into this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2021.

**HOUSTON COUNTY
MAGISTRATE COURT
89 Cohen Walker Dr
WARNER ROBINGS, GA 31088**

**JANI-KING OF MACON
544 Mulberry Street, Suite 418
Macon, GA 31201**

Authorized Signature

JANI-KING Representative Signature

PRINT NAME

PRINT NAME

PRINT TITLE

PRINT TITLE

INT: _____ INT: _____

CLEANING SCHEDULE

Named Areas:

A.	Lobby, Offices, Conference Room, Halls, Court Rooms
B.	Restrooms
C.	Breakroom

I. DAILY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. All trash receptacles to be emptied and trash removed to a collection point. (Liners to be furnished by CLIENT.)
2. Vacuum all carpeting and rugs, in offices including halls and quality lab . (Jani-King is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas.
5. Dust telephones.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Damp wipe entrance metal and finger marks on entrance glass.
9. Spot clean partition glass.
10. Use a high co-efficient disinfectant for proper sanitation including door handles and office equipment in public area.
11. *Place Wet Floor signs at entrances when needed due to rain
12. Place Wet Floor signs after mopping.

INT: _____ INT: _____

I. DAILY CLEANING CONT'D.

B. Restrooms

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and disinfected inside and out.
7. Polish all Toilet and Urinal bright work.
8. Toilet seats to be cleaned on both sides and disinfected.
9. Scour and disinfect all basins.
10. Polish all Basin bright work.
11. Dust partitions, tops of mirrors and frames and all Ceiling Vents.
12. Remove splash marks from walls around basins.
13. Remove any splash marks from Mirrors.
14. Wet Wipe all Counter Tops/Vanity Tops and clean with Disinfectant.
15. Clean all Corners and Edges for Buildup and Debris.
16. Wet mop and rinse restroom floors with disinfectant.
17. Place Wet Floor signs after mopping.
18. Remove any Floor Drain Buildup and Replenish with water to block odors.
19. Use a high co-efficient disinfectant for proper sanitation.

I. DAILY CLEANING CONT'D.

C. Breakroom

1. All trash receptacles to be emptied and trash removed to a collection point. (Liners to be furnished by CLIENT.)
2. Clean all Trash cans inside and out remove any spillage.
3. Clean all Cabinet Doors and fronts for Spillage and Stains.
4. Clean and polish drinking fountain/water dispenser.
5. Clean and polish Refrigerator & Microwave/Toaster Fronts and Dust Tops inside and out.
6. Wipe all Break area Chairs.
7. Scour and disinfect all Kitchen Sinks. Polish bright work
8. Clean all Table & Counter Tops.
9. Clean front of Facility owned Vending Machines.
10. Dust telephones.
11. Dust mop hard surface floors with a non-treated dust mop.
12. Damp mop hard surface floors to remove any spillage or soiled areas.
13. Place Wet Floor signs after mopping.
14. Damp wipe entrance door metal and glass inside and out.
15. Spot clean partition glass.
16. Use a high co-efficient disinfectant for proper sanitation.

II. WEEKLY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings including Blinds.
2. Power vacuum all carpeting, taking care to get into corners, along edges and beneath furniture including stairs.
3. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
4. Damp wipe telephones using a disinfectant.
5. Thoroughly Dust all Baseboards.

III. MONTHLY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned Cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes.

PRICING SCHEDULE

**HOUSTON COUNTY MAGISTRATE
COURT
89 Cohen Walker Dr
WARNER ROBINS, GA 31088**

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:

MAINTENANCE

**One Thousand Nine Hundred Eighty DOLLARS
($\$1,980.00$)
PER MONTH**

INT: _____

INT: _____ INT: _____

FLOORS

Upon request, the following services will be performed for an additional fee:

Carpet Shampoo	(\$150.00 minimum)
Strip, reseal, and refinish tile floors	(\$250.00 minimum)

- Care will be taken to get into corners, along edges and beneath furniture.
- Care shall be exercised so that baseboards, walls, and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

Upon request, windows will be washed for an additional fee.

Interior	\$ <u>.05</u> per sq.ft. of surface glass
Exterior	\$ <u>.05</u> per sq.ft. of surface glass

INT: INT:

About Our Insurance

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Hartford Insurance and is tailored to meet the industry's needs.



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*
Date: September 15, 2021 *OK*
Re: Jani-King Professional Services Agreement- Juvenile Court

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Jani-King** for cleaning services at Juvenile Court. This agreement would have the named areas serviced five (5) times per week at a cost of **\$3,079.00** per month.

Thank you for your consideration of this request.



Scott Chamlee
Regional Director
Jani-King of Macon
544 Mulberry Street
Suite 418
Macon, GA 31201
(478) 314-3940
schamlee@
janikingofmacon.com

September 15, 2021

Houston County Juvenile Court
206 Carl Vinson Pkwy
Warner Robins, GA 31088

Thank you very much for the time and interest you have afforded me concerning the subject of housekeeping for your facility.

JANI-KING appreciates this opportunity and enclosed is our completed proposal for a professionally operated cleaning program along with the cleaning schedule.

The total monthly charge represents your only cost and is inclusive of:

- * All labor
- * All supervision
- * All materials for cleaning
- * All equipment for cleaning
- * All payroll, payroll taxes, insurance, etc.

Each JANI-KING representative is fully covered by an insurance program that protects you in several ways. The Commercial Cleaning Employee Dishonesty Policy, General Liability, and Workers' Compensation coverage provides protection to our customers for claims due to loss of property or personal injuries that are the result of actions by JANI-KING personnel.

Please do not hesitate to call for any additional information you may deem necessary in assessing our proposal. I may be reached at (478) 314-3940.

Trusting we may be of service,

Johnnie Prater
Franchise Owner, The Prater Group, LLC.
JANI-KING OF MACON

United States
Atlanta • Augusta
Austin • Baltimore
Baton Rouge
Birmingham
Boston • Charleston
Charlotte • Chicago
Cincinnati • Cleveland
Colton • Columbia
Columbus • Dallas
Dayton • Denver
Detroit • Fort Worth
Greensboro
Greenville/Spartanburg
Hampton Roads
Hartford • Hawaii
Houston • Indianapolis
Jacksonville
Kansas City
Knoxville • Las Vegas
Los Angeles • Louisville
Memphis • Miami
Milwaukee
Minneapolis
New Jersey • Nashville
New Orleans
New York • Oakland
Oklahoma City
Orlando
Philadelphia
Phoenix • Pittsburgh
Portland
Raleigh/Durham
Richmond
Sacramento
Salt Lake City
San Antonio
San Diego
San Francisco
Seattle
St. Louis • Tampa Bay
Tucson • Tulsa
Washington, D.C.

Australia
Perth
Sydney

Brazil
Sao Paulo

Canada
Nova Scotia
Ontario • Toronto

Great Britain
Birmingham
London

Mexico
Monterrey

Singapore

Spain

Turkey
Istanbul

GENERAL PROCEDURES

I. SUPERVISION

- A. JANI-KING will stay in close contact with management concerning all work performed.
- B. All JANI-KING personnel will be trained and supervised to perform to the best of their ability in order to accomplish the cleaning you deserve.
- C. All personnel will be checked regularly as to performance and ability to maintain JANI-KING standards.

II. WAGE SCALE

- A. All personnel will be paid no less than the minimum scale as required by Federal Law.
- B. Work hours, workweek, job methods, procedures, pay periods, and pay scale will be thoroughly explained to all personnel.

III. SECURITY PROCEDURES AND INSURANCE

- A. A card file is set up and maintained on all JANI-KING personnel.
- B. JANI-KING partners and representatives will work closely with management in regards to the use of acceptable personnel.
- C. JANI-KING will check to make sure that the building is properly secured before leaving the building.
- D. JANI-KING will provide all necessary insurance and bonds on all its personnel.

JANI-KING FRANCHISEE CONCEPT

JANI-KING is an international company currently operating 100 cities across the United States, Canada, Great Britain, Singapore, Turkey, Brazil, Mexico and Australia. Since 1969, our unique program has provided quality janitorial services for thousands of companies nationwide.

At **JANI-KING** we know that the quality of service your facility receives is for the most part determined by the motivation of the custodian on the job site. This is why we operate through a network of qualified **JANI-KING** franchisees.

Our franchisees perform on the job because they have the motivation and incentive to clean your building professionally. A financial investment into a business of their own and personal commitment to the success of that business ensures that **JANI-KING** Franchisees have a genuine concern for a job-well-done. What more concern could you possibly have on the job when the owner of the service company is either doing the work himself or closely supervising his employees?

A key to any successful company is its personnel, and that is why **JANI-KING** puts a qualified and motivated **JANI-KING** Franchisee in your facility. The pride this individual takes in caring for his customers will be evident to you in the cleanliness of your working environment.

Backing our franchisees in their efforts, the **JANI-KING** Regional Office Support Personnel will ensure our high cleaning standards. We make sure that our franchisees have the training, personnel, equipment, insurance and most importantly, the customer service support necessary to provide your company with on-going quality janitorial services.

At **JANI-KING**, consistent service is accomplished through a communication program consisting of Past Performance Evaluations, Memo Pads, and Inspection Reports. In addition, our customer service representatives will be in contact with you and will always be abreast of the cleaning needs of your facility.

The **JANI-KING** motto is "The Performance People". Our extensive list of client references will attest that **JANI-KING** Franchisees live up to it.

JANI-KING®
MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between **SAVANNAH RIVER ENTERPRISES, INC. d/b/a JANI-KING of MACON** ("JANI-KING") and **HOUSTON COUNTY JUVENILE COURT** ("CLIENT").

WHEREAS:

- **Jani-King** is in the business of providing commercial cleaning and maintenance services; and,
- **Client** is desirous of the services of **Jani-King** for the purpose of keeping its premises properly cleaned as outlined in the Cleaning Schedule; and,
- **Jani-King** agrees to provide such services to **Client**;

THEREFORE, in consideration of the mutual covenants and obligations set out in this Agreement, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES

1.1. Performance of the services scheduled shall begin the ____ day of _____, 2022.

1.2. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin.

1.3. The services shall be performed at the following location:

Houston County Juvenile Court
206 Carl Vinson Pkwy
Warner Robins, GA 31088

1.4. The premises making up the working area under this Agreement will be known further as the "Named Areas", which are further defined in the Cleaning Schedule, attached hereto and by specific reference made a part of this Agreement.

1.5. **Jani-King** agrees to service the Named Areas as scheduled FIVE (5) times per week, on **Sun Mon Tues Wed Thurs Fri Sat**, between the hours of **9am** to **5pm**.

INT: _____ INT: _____

1.6. **Jani-King** agrees to furnish all equipment and tools necessary for the performance of its duties. The duties being to maintain the Named Areas in a neat, clean and orderly condition as outlined in the Cleaning Schedule attached hereto and by specific reference made a part of this Agreement. **Client** warrants that the premises to be serviced are free of asbestos, hazardous materials and hazardous waste materials. **Client** hereby agrees to hold **Jani-King** and its authorized franchise owners and employees harmless and indemnify them from any and all liability resulting from any exposure of **Jani-King's** personnel, to asbestos, or hazardous or harmful materials.

1.7 To the fullest extent permitted by law, **Jani-King** shall indemnify and hold harmless the **Client** and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from JANI-KING's performance of the work hereunder provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible personal property (other than the work itself) including the loss of use resulting there from, and to the extent only that it is caused in whole or part by any negligent act or omission of a **Jani-King**, of any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligations of **Jani-King** under this paragraph shall not extend to claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way attributable to the negligence of the Client or any of its agents and employees.

2. PAYMENT OF SERVICES

2.1. **Client** agrees to pay to **Jani-King** each month the minimum monthly charge stated in the Pricing Schedule, attached hereto and made a part hereof, on or before the last day of each month in which services are rendered. Additionally, **Client** also agrees to pay any sales or use tax levied by a taxing authority on the value of the services provided or supplies purchased. **Client** agrees that all payments due and owing **Jani-King**, for any reason, shall be properly credited only when delivered to the following address:

JANI-KING OF MACON
544 Mulberry Street, Suite 418
Macon, GA 31201

2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.

2.3. From time to time, as the parties may agree, the amount to be paid by **Client** may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing, signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

INT: _____ INT: _____

2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased annually by **Jani-King** by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal.

2.5. In the event payment for services is not received within thirty (30) days from the date such payment is due, **Jani-King** may suspend services to **Client** until such payment is received. Suspension of services by **Jani-King** under this Section shall not deprive **Jani-King** of any of its remedies or actions against **Client** for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any **Jani-King** rights.

3. INDEPENDENT BUSINESS RELATIONSHIP

3.1. It is expressly agreed that **Jani-King** will select all franchisees and designate all personnel to perform its obligations under this Agreement.

3.2. **Jani-King** and any of its personnel are not employees of **Client** but are independent contractors; and in this regard, such **Jani-King** authorized franchise owners and their employees will not be within the protection or coverage of **Client's** Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from the sums agreed to be paid to **Jani-King** herein, the same being contract payments and not wages.

3.3. **Client** agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that **Client** will not employ any employees, agents, representatives or franchisees of **Jani-King** or any employees of **Jani-King** franchisees without the express written consent of **Jani-King**. **Jani-King** agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ any employees, agents or representatives of **Client** without the express written consent of **Client**.

4. TERM, RENEWAL AND TERMINATION

4.1. The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in Section 1.1, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) **Client** shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) **Jani-King** shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by **Client** for termination, this Agreement shall expire at midnight of the last day of the term. Otherwise, this Agreement may only be terminated by **Client** for non-performance as set out below.

4.2. Non-performance is defined as the failure, neglect or refusal to perform any act stipulated under this Agreement or as outlined in the Cleaning Schedule attached. Before any termination

INT:____ INT:____

for non-performance is effective, **Client** must give **Jani-King** written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the date of receipt of notice of non-performance, **Jani-King**, at its election, shall have thirty (30) days in which to cure the defect in performance to the reasonable satisfaction of **Client**. In the event the defect is not satisfactorily cured at the end of the thirtieth (30th) day from the date of receipt of such notice, **Client** shall provide written notification, as described herein, to **Jani-King** of the failure to satisfactorily cure the defect. This Agreement shall then terminate thirty (30) days from the date of the second notice. In the event the notice of the failure to satisfactorily cure the defect is not received within fifteen-15 days of the expiration of the thirty-30 day cure period, all deficiencies will be deemed cured.

4.3. In the event **Client** terminates this Agreement for any reason other than non-performance, as described above, **Client** agrees to pay, as stipulated damages, an amount equal to twenty-five (25%) percent of the minimum monthly charge stated in the Pricing Schedule, multiplied by the number of months remaining in the term of this Agreement or in any extension or renewal thereof.

4.4. All notices between **Client** and **Jani-King** shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested with the United States Postal Service to the address as stated in Section 2.1 herein for **Jani-King** or to the address stated on the signature page of this Agreement for **Client**. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change.

Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

5.1. In the event it becomes necessary for **Jani-King** to institute suit against **Client** to secure or protect its rights or to collect any sums due under this Agreement, **Jani-King** shall be entitled to all associated costs of the suit, including reasonable attorney's fees.

5.2. The terms of this Agreement shall be binding upon and inure to the benefit of **Jani-King** and **Client** and their respective heirs, representatives, successors and assigns, except as otherwise herein provided.

5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

INT:____ INT: ____

5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the **Jani-King** regional office is located.

5.5. Both parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the parties.

5.6. Any changes or modification to this Agreement must be in writing, signed by both parties and attached hereto.

5.7. In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restriction or obligation permitted by law.

5.8 The undersigned individual owner, officer, agent, member or employee of **Client** hereby guarantees the payment to **Jani-King** of the minimum monthly charges in the attached Pricing Schedule and the payment of all other amounts that become payable under the terms of this Agreement. Said individual acknowledges that without this guaranty of payment, **Jani-King** would not enter into this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 2021.

**HOUSTON COUNTY
JUVENILE COURT
206 Carl Vinson Pkwy
WARNER ROBINGS, GA 31088**

**JANI-KING OF MACON
544 Mulberry Street, Suite 418
Macon, GA 31201**

Authorized Signature

JANI-KING Representative Signature

PRINT NAME

PRINT NAME

PRINT TITLE

PRINT TITLE

INT: _____ INT: _____

CLEANING SCHEDULE

Named Areas:

A.	Lobby, Offices, Conference Room, Halls, Court Rooms
B.	Restrooms
C.	Breakroom

I. DAILY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. All trash receptacles to be emptied and trash removed to a collection point.
(Liners to be furnished by **CLIENT**.)
2. Vacuum all carpeting and rugs, in offices including halls and quality lab . (Jani-King is not responsible for removal of staples in carpets.)
3. Clean and polish drinking fountain/water dispenser.
4. Thoroughly dust all horizontal surfaces: including desktops, files, windowsills, chairs, tables, pictures and all manner of furnishing in above named areas.
5. Dust telephones.
6. Dust mop hard surface floors with a non-treated dust mop.
7. Damp mop hard surface floors to remove any spillage or soiled areas.
8. Place Wet Floor signs after mopping.
9. Damp wipe entrance metal and finger marks on entrance glass.
10. Spot clean partition glass.
11. Use a high co-efficient disinfectant for proper sanitation including door handles and office equipment in public area.
12. *Place Wet Floor signs at entrances when needed due to rain

INT:____ INT:____

I. DAILY CLEANING CONT'D.

B. Restrooms

1. Stock towels, tissue, and hand soap. (To be supplied by **CLIENT**.)
2. Empty sanitary napkin receptacles and damp wipe with disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and disinfected inside and out.
7. Polish all Toilet and Urinal bright work.
8. Toilet seats to be cleaned on both sides and disinfected.
9. Scour and disinfect all basins.
10. Polish all Basin bright work.
11. Dust partitions, tops of mirrors and frames and all Ceiling Vents.
12. Remove splash marks from walls around basins.
13. Remove any splash marks from Mirrors.
14. Wet Wipe all Counter Tops/Vanity Tops and clean with Disinfectant.
15. Clean all Corners and Edges for Buildup and Debris.
16. Wet mop and rinse restroom floors with disinfectant.
17. Remove any Floor Drain Buildup and Replenish with water to block odors.
18. Use a high co-efficient disinfectant for proper sanitation.
19. Place Wet Floor signs after mopping.

I. DAILY CLEANING CONT'D.

C. Breakroom

1. All trash receptacles to be emptied and trash removed to a collection point. (Liners to be furnished by **CLIENT**.)
2. Clean all Trash cans inside and out remove any spillage.
3. Clean all Cabinet Doors and fronts for Spillage and Stains.
4. Clean and polish drinking fountain/water dispenser.
5. Clean and polish Refrigerator & Microwave/Toaster Fronts and Dust Tops inside and out.
6. Wipe all Break area Chairs.
7. Scour and disinfect all Kitchen Sinks. Polish bright work
8. Clean all Table & Counter Tops.
9. Clean front of Facility owned Vending Machines.
10. Dust telephones.
11. Dust mop hard surface floors with a non-treated dust mop.
12. Damp mop hard surface floors to remove any spillage or soiled areas.
13. Place Wet Floor signs after mopping.
14. Damp wipe entrance door metal and glass inside and out.
15. Spot clean partition glass.
16. Use a high co-efficient disinfectant for proper sanitation.

II. WEEKLY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. Dust all vertical surfaces of desk, file cabinets, chairs, tables, other furniture and furnishings including Blinds.
2. Power vacuum all carpeting, taking care to get into corners, along edges and beneath furniture including stairs.
3. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.
4. Damp wipe telephones using a disinfectant.
5. Thoroughly Dust all Baseboards.

III. MONTHLY CLEANING

A. Lobby, Offices, Conference Room, Halls, Court Rooms

1. Accomplish all high dusting up to 12 feet, not reached in the above-mentioned Cleaning. (Task must be accomplished without use of a ladder.)
2. Remove fingerprints and marks from around light switches and doorframes.

PRICING SCHEDULE

**HOUSTON COUNTY JUVENILE COURT
206 Carl Vinson Pkwy
WARNER ROBINS, GA 31088**

The Named Areas will be serviced according to the Cleaning Schedule
for a minimum monthly charge of:

MAINTENANCE

Three Thousand Seventy Nine DOLLARS
(\$3,079.00)
PER MONTH

INT: _____

INT:

INT: _____

FLOORS

Upon request, the following services will be performed for an additional fee:

Carpet Shampoo	(\$150.00 minimum)
Strip, reseal, and refinish tile floors	(\$250.00 minimum)

- Care will be taken to get into corners, along edges and beneath furniture.
- Care shall be exercised so that baseboards, walls, and furniture shall not be splashed, marred, disfigured or damaged during these operations.

WINDOWS

Upon request, windows will be washed for an additional fee.

Interior	\$ <u>.05</u> per sq.ft. of surface glass
Exterior	\$ <u>.05</u> per sq.ft. of surface glass

INT: _____ INT: _____

About Our Insurance

We enclose a copy of our certificate of insurance that reflects the types and limits of coverage we carry to protect our customers and ourselves from potential loss. There are several specialized coverages that are included for our mutual protection that deserve special mention:

1. **Care, Custody & Control coverage** - This important form of protection is excluded from most standard general liability policies. It provides protection against damage to property that our employees may be directly working on and for which we may be held legally liable.
2. **Extended Property Damage** - This coverage redefines property damage to include theft and mysterious disappearance for which we are legally liable, i.e., we throw out important papers or neglect to lock the premises after we have completed our night's work, etc.
3. **Lost Key coverage** - If we have the legal responsibility for a master key for a building and it is lost or misplaced, this provides coverage to have the building totally re-keyed, if necessary.
4. **Third Party Fidelity Bonding** - This provides protection in the event that one of our employees steals from you. There must be conclusive proof; but, once that is established, the bond will respond to our legal responsibility.

We were able to obtain these unique coverages by purchasing our insurance under a plan specifically designed for the members of the building service contracting industry. This program has been underwritten by Hartford Insurance and is tailored to meet the industry's needs.

8

Director of Administration Barry Holland will present the first reading of an Alcohol License Application submitted by Sue Anna Qaiser representing S and A convenience store for the retail sale of beer and wine located at 409 Hwy. 96, Bonaire. The property is zoned C-2.

A second reading and public hearing will be held at 9:00 a.m. on October 5, 2021 in Perry after which the Board will vote on the issue.



<u>For Office Use Only</u>	
Account # _____	Computer Receipt _____
Fee \$ <u>1094.50</u>	Notification _____
Category _____	

OCCUPATIONAL TAX APPLICATION FOR UNINCORPORATED HOUSTON COUNTY

I hereby register my business with Houston County at the address below. In doing so, I certify that the information provided below is true and accurate to the best of my knowledge. I understand that this application shall be reviewed by the appropriate county officials and, if complete, shall be processed within three (3) business days. All monies are due and payable once the application is approved.

- Name of Business Sand A
- Mailing Address of Business 409 Hwy 96 Bonaire
 City Bonaire State Ga Zip Code 31005
- Exact Location of Business (if different from above) _____

 City _____ State _____ Zip Code _____
- Phone Number (478) 258-1232 Home () _____ Mobile _____
- Email Address sue robinson 0824@yahoo.com
- Full Name of Owner/Manager Sue Anna Daiser
 Address 123 Villa North Crt.
 City Warner Robins State Ga Zip Code 31093
 Phone Number (478) _____ Home () _____ Work _____
 SSN# _____ Fax ID# _____ Date of Birth _____
- Please Describe the Dominant Line of Business Convenient food store

Note: Any person engaged in a profession or business required to be licensed by the State under Title 43, must provide copy of such license with this application.

- Is this business to be operated out of your home? Yes No
Note: If the business is a home occupation, please sign the attached Home Occupation section of this form, indicating your business will abide by the Special Requirements for Home Occupations. If the business is not a home occupation, then the commercial structure must be inspected by the building inspections department (542-2018), the fire department (542-2040) and environmental health (218-2020) before a license will be issued. The applicant is responsible for coordinating these inspections.
- Number of Full-time Employees 4 (include the Owner/Manager)
 Number of Part-time Employees 1 5

10. Are you the owner of the real estate where business is to be located? Yes No
Note: If no, please provide written and notarized authorization from the owner of the real estate.

11. If business is a Partnership, please list partner:

12. Full Name of Partner _____
Address _____
City _____ State _____ Zip Code _____
Phone Number () _____ Home () _____ Work _____
SSN# _____ Tax ID# _____ Date of Birth _____

The applicant hereby certifies that he/she is familiar with the business regulations of Houston County, Georgia as herein defined, and that the granting of an Occupational Tax Certificate (business license) constitutes a privilege that may be revoked as provided in the Code of Ordinances of Houston County, Georgia. The applicant further certifies that he/she understands that the Occupational Tax Certificate for which application is made is for the current year only and that no false or fraudulent statement is made herein to procure the granting of such certificate.

The applicant understands that: (1) all fees are due and payable by February 28 of each year; (2) a tax certificate shall not be issued or a current tax certificate shall be revoked if the business fails to pay personal property taxes to Houston County. Payment of said taxes shall allow said tax certificate to be issued or reinstated; (3) the Occupational Tax Certificate must be clearly posted in the business; and (4) the applicant **MUST** notify the Commissioner's Office in writing if the business closes or moves its operation to a new address. If you have not responded to (1), (2), or (4) within the time aloud a summons will be issued to appear in Magistrate Court.

Sue A. Raiser
Name of Owner/Applicant (Please Print)

Sue A. Raiser - 9-14-21
Signature of Owner/Applicant Date

Office Use Only

Commissioner's Office Recommends:

Approval Denial Sign/Date: _____

Comments: _____

Houston County Occupational Tax Application Procedure

Notice: The Houston County Code of Ordinance requires all businesses to annually register and pay an occupation tax for the privilege of operating a business in Houston County. Failure to register and pay the annual occupation tax will result in legal action and fines.

1.	All business locations must have a Zoning Compliance issued by the Houston County Planning and Zoning Commission. Please attach the zoning compliance to the application. Planning and Zoning is located at:	200 Carl Vinson Parkway (478) 542-2018	Monday through Friday 8:00 a.m. until 5:00 p.m.	ZONED C-2
2.	All business locations must have a Building Inspection . Home Occupations are the exception to this rule unless there will be customers and/or employees coming into the home. Appointments with Inspectors may be arranged by calling:	200 Carl Vinson Parkway (478) 542-2018	Monday through Friday 8:00 a.m. until 5:00 p.m.	
	An inspection of the business location has been performed and the structure appears to be in a reasonably suitable condition for occupancy.			
	Inspector's Printed Name: <u>Timothy E. Andrews</u>	Inspector's Signature:		
	Date of Inspection: <u>Sept. 1, 2021</u>			
3.	All business locations must have a Fire Inspection . Home Occupations are the exception to this rule unless there will be customers and/or employees coming into the home. The Houston County Fire Department may be reached by calling:	Houston County Fire Department Headquarters 200 Carl Vinson Parkway (478) 542-2040	Monday through Friday 8:00 a.m. until 5:00 p.m.	
	The Houston County Fire Department has inspected the business location and hereby approves the structure to be in reasonably suitable condition for occupancy.			
	Inspector's Printed Name: <u>CHRISTOPHER STOWER</u>	Inspector's Signature:		
	Date of Inspection: <u>9/8/2021</u>			
4.	Some business locations may be required to have an Environmental Health Inspection . Home Occupations are the exception to this rule unless there will be customers and /or employees coming into the home. The Environmental Health Department may be reached by calling:	98 Cohen Walker Drive (478) 218-2020	Monday through Friday 8:00 a.m. until 4:30 p.m.	
	The Houston County Environmental Health Department has inspected the business location and hereby approves the structure to be in reasonably suitable condition for occupancy.			
	Inspector's Printed Name: _____	Inspector's Signature: <u>N/A</u>		
	Date of Inspection: _____			
5.	After completion of steps 1, 2, 3, and 4 return this form, copy of Zoning Compliance, completed Occupation Tax Return and payment to:			
	Business License Office : 200 Carl Vinson Parkway (478) 542-2018	Mailing Address: 200 Carl Vinson Parkway Warner Robins, Ga. 31088		
	Monday through Friday 8:00 a.m. through 5:00 p.m.			

I hereby certify the above information to be true and correct. I have read and understand the application procedure. I also understand that I will not open until my business has been registered and occupation tax paid for this location.

Name of Business and Address:
Sand A 96 LLC

Phone Number: 478-258-1232

Exact Business Location:
489 Hwy 96 Bonaire Ga 31001

Type of Business:
convenient store

Signature of Applicant:
Sue Dausen

AFFIDAVIT

I, Sue Daiser, swear or affirm before the undersigned notary public that I shall make application for a State of Georgia alcohol license for the Sale/serving of BEER WINE LIQUOR ON PREMISES or OFF PREMISES. This affidavit will be relied upon by Houston County personnel in conjunction with the filing of a Houston County Alcoholic Beverage Application.

Sworn to and subscribed
Before me this 14 day of

Sept 2021.



Sue Daiser
Applicant



For Office Use Only

Account # _____ Computer Receipt _____
Fee \$ _____ Notification _____
Category _____

UNINCORPORATED AREA OF HOUSTON COUNTY
ALCOHOL LICENSE APPLICATION

1. Name of Business: Sand A

2. Business Location: 409 Hwy 96
Bonair Ga 31005
(city) (state) (zip code)

3. Mailing Address 409 Hwy 96
Bonair Ga 31005

4. State Tax Payer Identifier: -

5. Name of Licensee: SUE ANNA KAISER
Address: 123 Villa North Ct
WARNER ROBINS GA 31093
(city) (state) (zip code)

Telephone: 478-258-1232

Date of birth _____ Social Security number: _____

6. If business is a partnership, give name(s), address, birthdate, and social security number of each partner:
N/A

7. If a corporation, (for correspondence and compliance with local ordinance), give the following information:
Name _____
Tax I.D. number: N/A Date Incorporated: _____
Local Address: _____
Telephone: _____

8. If applicant is applying on behalf of a non-profit organization, as recognized by the Internal Revenue Service, state the following:

Name of organization _____

Location and date of charter: N/A

Applicant's title and duties in organization: _____

Federal I.D. number: _____

Has a federal tax form #990 been filed for said organization for previous years? _____

9. Type of license: (check all that apply)

Retail Consumption Wholesaler Other (specify) _____

Alcohol sold: (check all that apply)

Beer Wine Liquor

Type of business: (check one)

Package Club Non-profit Tavern Restaurant

Grocery Service Station/Convenience Store Other _____

10. Give the distance of the location at which the proposed license would be used (measured in a straight line from the nearest point in the property line of the business location to the nearest property line of the institutions indicated).

a. Nearest school/college: 1 mile

b. Nearest church: 1 mile

c. Nearest public library: 2.5 mile

d. Nearest private residence: 1/2 mile

e. Nearest business holding alcoholic beverage license: 100 yards - 1/2 mile

11. List all licenses currently in effect at this location:

License Type	License Number	Trade Name
<u>N/A</u>		

12. Have you, the licensee, or any other person having any interest in the business for which this application has been made, ever been detained, arrested, indicted, or convicted for any offense by any state, county, city, federal or foreign officer, or any other governmental authority? Yes No
If yes, give full details. *Failure to make a full disclosure in response to this question will result in a denial of the application or a revocation of the license. If necessary, attach additional sheets to respond completely.*

13. Has a County Occupational License ever been issued at this location?
 Yes No Unknown

If yes, complete the following for the previous license:

Business Name _____

Business Address: _____

SSN: _____ Tax ID number _____

State Alcohol License number and year: _____

Date discontinued: _____ Sales Tax number: _____

14. Do you own the property in which this business will be operated?
 Yes No

If yes, attach proof of ownership of property. If no, list below the name and address of the property owner and/or building owner. Attach a copy of the lease agreement.

Name Livingstone Properties SSN N/A
Address P.O. Box GA 6986 Houston
WARNER ROBINS (state) (zip code) (county)

15. Has any individual, firm, partnership, or corporation previously applied for a Houston County license in alcoholic beverages and liquor at the address where the business is to be conducted:

Yes No Unknown

If yes, complete the following:

Name N/A

Date of application: _____ Disposition _____

16. Name of person(s) to be manager(s) of or with any control over daily affairs of business.

Name Sue Aaiser

SSN _____ DOB _____

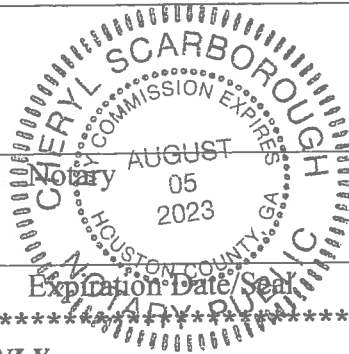
Address 123 Villa North Ct

Waverly Robins Ga 31093
(city) (state) (zip code) (county)

Telephone (415) 258-1232 daytime () _____ evening

Describe position held and detailed amount of control: Owner

X Sue Aaiser
Owner/Applicant
9-14-21
Date



FOR OFFICE USE ONLY

Zoning Office Recommends:

____ Approval ____ Denial Sign/Date _____
Property Zoned _____ Comments: _____

Sheriff's Office Recommends:

____ Approval ____ Denial Sign/Date _____
Comments: _____

Commissioner's Office Recommends:

____ Approval ____ Denial
Sign/Date _____
Comments: _____

Fire Department Recommendations:

____ Approval ____ Denial Sign/Date _____
Comments: _____

the five star Celebrity Golf Classic by contributing \$20,000 to the Rescue Mission of Middle Georgia.

The Rescue Mission of Middle Georgia provides res-

more information, visit the Rescue Mission of Middle Georgia's website at <https://www.rescuemissionga.com/>.

Robins Financial Credit Union is a local non-prof-

financial currently provides financial services to over 237,000 members, with assets exceeding \$3.7 billion.

Houston County resident makes Dean's List

Special to The Journal

Reinhardt University is proud to announce the students who earned the recognition of being placed on the Spring 2021 Dean's List.

The Dean's List is compiled at the end of each semester to recognize undergraduate students who have completed at least 12 hours during the semester with a 3.5-3.99 GP, with no grade less than a B.

The Houston County resident who earned their place

on the Spring 2021 Dean's List is: (from Warner Robins) Jacob Jonathan Profit.

About Reinhardt University: Founded in 1883, Reinhardt University is a private, comprehensive institution grounded in the liberal arts and affiliated with the United Methodist Church. Reinhardt offers more than 40 graduate and undergraduate programs online and on campus, ranging from business and education to music and the-

ater. Reinhardt also offers programs in other centers in the North Georgia region. Reinhardt's main 525-acre campus is located idyllically in Waleska, Ga., just one hour north of Atlanta. Named a College of Distinction, Reinhardt earned Georgia, Christian, Business and Education badges for 2021-22. For more information, please contact Reinhardt at (770) 720-5600 or see Reinhardt.edu.

MY t

Central Apical Healthcare

Center Program, HIV/STD Testing, Vaccines, Dental Clinic and much more.

Teen Health Center

Monday - Friday 9:00am - 5:00pm

Text: 770-947-7848

878-218-2000

NCHDS2.org/Houston
 @HoustonDPH
 @NCHDS2

165150

Public Notice

The Houston County Commissioners will hold a public hearing on September 21, 2021 at 5:00 p.m. at the Houston County Annex in Warner Robins, Georgia for the purpose of hearing objections, if any, to an application filed by Sue Qaiser for the purpose of selling Beer and Wine at 406 Hwy 96 Bonaire, GA 31005. All interested parties are invited to attend.

165209

HOUSTON HOME JOURNAL

10A ♦ WEEKEND, SEPT. 11, 2021



Summary

Parcel Number 00101A 003000
 Location Address 409 HWY 96
 Legal Description 7.771 ACRES PB 21/192 LL 228 10TH
 (Note: Not to be used on legal documents)
 Class C4-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning C2
 Tax District County (District 1)
 Millage Rate 24.47
 Acres 7.77
 Homestead Exemption No (50)
 Landlot/District 228 / 10

[View Map](#)



Owner

VETERANS PARKWAY CENTRAL LLC
 P O BOX 7078
 WARNER ROBINS, GA 31095

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	HWY 96/RUS/MO 50,000	Acres	338,461	0	0	7.77	0

Commercial Improvement Information

Description 13Discount Stores-D
 Value \$35,800
 Actual Year Built 1960
 Effective Year Built 1988
 Square Feet 1500
 Wall Height 9
 Wall Frames 1% Bearing Wall
 Exterior Wall 1%
 Roof Cover 1%
 Interior Walls 1%
 Floor Construction 1% Reinforced Concrete
 Floor Finish 1% Asphalt
 Ceiling Finish 1%
 Lighting 1% Standard F.F.
 Heating 1%
 Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Trailer Spaces		4x0 / 6	0	\$12,000

Permits

Permit Date	Permit Number	Type
03/19/2021	2020-00072	METERBASE
06/25/2018	18-000066	ELECTRIC
06/07/2016	2016 00341	PANEL CHANGE



Overview



Legend

-  Parcels
-  Roads

Parcel ID	00101A 003000	Owner	VETERANS PARKWAY CENTRAL LLC	Last 2 Sales			
Class Code	Commercial		P O BOX 7078	Date	Price	Reason	Qual
Taxing District	County		WARNER ROBINS, GA 31095	2/27/2013		30	U
Acres	7.77	Physical Address	409 HWY 96	9/3/2009		23	U
		Assessed Value	Value \$436300				
		Land Value	Value \$388500				
		Improvement Value	Value \$35800				
		Accessory Value	Value \$12000				

(Note: Not to be used on legal documents)

Date created: 9/15/2021

Last Data Uploaded: 9/15/2021 7:55:32 AM

Developed by  Schneider GEOSPATIAL

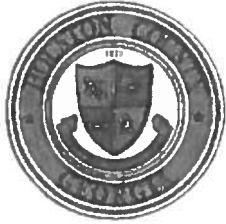
9

This final change order on the Water System Improvements to Serve Bear Branch Road (from GA Hwy 247 to Farr Road) project with Pyles Plumbing & Utility Contractors represents the actual quantities installed and will reduce the contract amount from \$462,271.00 to \$445,284.90.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing Change Order #1 (Final) with Pyles Plumbing & Utility Contractors, Inc. of Macon decreasing the contract amount of \$462,271.00 to \$445,284.90.



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: Brian Jones, Utility Engineer *BJ*

OK
[Signature]

Date: Thursday, September 2, 2021

CC: Robbie Dunbar, Director of Operations

RE: Water System Improvements to Serve Bear Branch Road (from SR 247 to Farr Road) – Change Order No. 1

Please consider this request for Change Order No. 1 to the above referenced project. The change order is an adjustment to reduce the contract price from \$462,271.00 to \$445,284.90. This change order is recommended by staff and consultants. This project is being funded using Water Department capital improvement funds.

The **reduction** in cost for the change order is **\$16,986.10**, with no change in contract time. Accompanying this memorandum you will find the following:

1. Contract Change Order form
2. Detail list of line item quantities and costs to arrive at the change order amount

Thank you for your time and consideration of this matter.

CONTRACT CHANGE ORDER

CONTRACT FOR: WSI to Serve Bear Branch Road	C & S PROJECT NO: H9500.114 (bk)
OWNER: Houston County Board of Commissioners	ORDER NO: 1 (Final)
CONTRACTOR: Pyles Plumbing & Utility Contractors, Inc.	DATE: July 20, 2021
	STATE: Georgia
	COUNTY: Houston

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
See Attached		
TOTALS	\$29,151.10	\$12,165.00
NET CHANGE IN CONTRACT PRICE	\$16,986.10	

Justification:

Changes reflect actual quantities installed on the project.

The amount of the contract will decrease by the amount of Sixteen Thousand, Nine Hundred Eighty-Six and 10/100 Dollars \$16,986.10.

The contract total including this and previous change orders will decrease to Four Hundred Forty-Five Thousand, Two Hundred Eighty-Four and 90/100 Dollars \$445,284.90.

The contract period provided for completion will increase by 0 Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested:


Pyles Plumbing & Utility Contractors, Inc.

7-28-2021
(Date)

Recommended:


Carter & Sloope, Inc.

7-28-2021
(Date)

Accepted:

Houston County Board of Commissioners

(Date)

Change Order #1 (Final)
Water System Improvements to Serve Bear Branch Road
(From GA Hwy 247 to Farr Road)
C & S Proj. No.: H9500.114

<u>Item No.</u>	<u>Description of Changes</u>	<u>(Decrease)</u>	<u>Increase</u>
1.	50 CY of Base Cost @ \$45.00/CY	\$2,250.00	
5.	120 LF of 16" DIP – Class 250 @ \$76.00/LF	\$9,120.00	
6.	120 LF of 16" DIP w/ Restrained Joints Class 250 @ \$92.00/LF		\$11,040.00
14.	739 LBS of DI Fittings @ \$4.50/LB	\$3,325.50	
15.	1 EA of Concrete Valve Post Markers @ \$75.00/EA		\$75.00
16.	1 EA of Concrete Valve Pad Collars @ \$50.00/EA		\$50.00
24.	2.5 VF of Hydrant Extension @ \$600.00/VF	\$1,500.00	
27.	1 EA of Remove Plug & Tie to 16" Gate Valve @ \$1,000.00/EA		\$1,000.00
28.	1 EA of Remove and Replace 18" RCP @ \$1,200.00/EA	\$1,200.00	
30.	110 LF of 1" Service Tubing @ \$8.00/LF	\$880.00	
32.	4 LF of Gravel Replacement @ \$7.50/LF	\$30.00	
33.	138 SF of Concrete Replacement @ \$7.25/SF	\$1,000.50	
34.	804 SF of 2" Asphalt Overlay @ \$4.40/SF	\$3,537.60	
35.	0.21025 LS of Supplemental Work Additions @ \$30,000.00/LS	\$6,307.50	
	Total Decrease	(\$29,151.10)	
	Total Increase		\$12,165.00
	Net Change in Contract Price	(\$16,986.10)	

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The Purchasing Department solicited bids for one new half-ton 4x4 crew cab truck for use in the Landfill. Only one bid was received, and the lead time is upward of six months. Purchasing has worked with local dealer Phil Brannen Ford of Perry to locate a suitable truck from another dealer's stock at a slightly lower price. Staff recommends award of this vehicle to Phil Brannen Ford in the amount of \$35,180.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one (1) new 2021 Ford F-150 crew cab 4x4 pick-up truck for use at the Landfill to Phil Brannen Ford of Perry in the amount of \$35,180. Solid Waste Capital Funds will fund the purchase of this vehicle.



**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

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: September 15, 2021
SUBJECT: Purchase of One (1) 2021 Half Ton Reg Cab Trucks
(Bid # 22-02)

The Purchasing Department solicited pricing for One (1) New 2021 Half Ton 4x4 Crew Cab Truck in September 2021. This vehicle will be used by the Houston County Landfill Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the stock vehicle from Phil Brannen Ford of Perry at a price of \$35,180.00 each. The vehicle will be charged to 540-11.7500.

<u>Company</u>	<u>Bid Amount Each</u>	<u>Lead Time</u>
Phil Brannen Ford of Perry	\$35,180.00	In stock
Griffin Chevrolet	\$35,312.00	4-6 months

Summary of bills by fund:

• General Fund (100)	\$ 633,280.93
• Emergency 911 Telephone Fund (215)	\$ 4,962.12
• Fire District Fund (270)	\$ 9,575.93
• 2006 SPLOST Fund (320)	\$ 0.00
• 2012 SPLOST Fund (320)	\$ 30,841.96
• 2018 SPLOST Fund (320)	\$ 330,712.47
• Water Fund (505)	\$ 291,953.27
• Solid Waste Fund (540)	\$ <u>139,544.06</u>
Total for all Funds	\$1,440,870.74

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,440,870.74