

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
July 17, 2018
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Thomson

Pledge of Allegiance - TSgt. Rhonda Greenridge, USAF

Recognition of 30 and 40-year Anniversary - Personnel

Approval of Minutes from July 3, 2018

New Business:

1. Bad Debt Write-Off (Water Dept. & Landfill) - Commissioner Thomson
2. Vehicle Purchase Approval (HCSO Patrol) - Commissioner Thomson
3. Execution of Easements (Lake Joy Road PH4) - Commissioner Robinson
4. Amendment to E-Filing Agreement & On-Line Repository / Credit Card Processing Agreement (Tyler Technologies) - Commissioner Robinson
5. Warner Robins Annexation Request (Keeling / Nixon) - Commissioner Walker
6. Perry Annexation Request (2019 Hwy. 41) - Commissioner Walker
7. Approval of Bills - Commissioner Robinson

Public Comments

Commissioner Comments

NOTE: The Commissioners will hold public hearings at 11:30 a.m. and 6:00 p.m. on Monday, July 23, 2018 in the Commissioners Board Room of the County Annex Building in Warner Robins, Georgia to hear public comments on the proposed 2018 millage rate. A third public hearing will be held at 4:00 p.m. on Monday July 30, 2018 after which the Board will vote on the adoption of the 2018 millage rate.

Motion for Adjournment

1

Uncollected (bad) debt needs to be written-off for FY2018 for the following departments:

	<u>Bad Debt</u>	<u>Total Revenue</u>
Water System	\$19,464.22	\$7.2 million
Waste Collection (Sanitation)	\$10,369.18	\$2.7 million
Solid Waste Disposal (Landfill)	\$ 5,171.51	\$3.7 million

Efforts to collect these bad debts will continue.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the FY2018 Water Fund debt write-off of \$19,464.22; the Waste Collection (Sanitation) debt write-off totaling \$10,369.18 (\$7,819.16 for routes 10 thru 80 and \$2,550.02 for route 90). The Solid Waste Disposal (Landfill) debt to write-off of \$5,171.51.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

July 13, 2018

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

Dear Commissioners,

For fiscal year 2017-2018, the water system needs to write off \$19,464.22 uncollected debt out of \$7.2 million in revenue.

The waste **collection** department (Sanitation) needs to write off \$7,819.16 uncollectible debt from the 10 through 80 routes and \$2,550.02 uncollectible debt from the 90 route. The waste collection department collected \$2.7 million in revenue during the 2017-2018 fiscal year.

The solid waste disposal department 4530 needs to write off **\$5,171.51** uncollected debt out of \$3.7 million in revenue during the 2017-2018 fiscal year.

Every effort will continue to be made to collect this bad debt. The department goal is not to have any bad debt to write off.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie Dunbar".

Robbie Dunbar
Director of Operations

The Purchasing Department solicited prices for an emergency purchase of a Sheriff's Department Tahoe SUV to replace one that was totaled in a wreck recently. Fortunately the vehicle in question was already slated for replacement in the FY19 budget and there are 2012 SPLOST funds allocated. This new 2018 Chevy Tahoe was found in stock and available from state-wide contract holder Hardy Chevrolet.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

to ratify the purchase of one new 2018 Chevrolet Tahoe SUV from Hardy Chevrolet of Dallas, GA for use in the Houston County Sheriff's Department Patrol Division for the unit cost of \$32,395. This purchase is funded by the 2012 SPLOST.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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

MARK E. BAKER
PURCHASING AGENT

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: July 11, 2018
SUBJECT: Purchase of One (1) New Chevrolet Tahoe for HCSO Patrol (Maint #818)
(Bid Folder #19-02)

The Purchasing Department solicited prices for One (1) new SUV in July 2018. This vehicle will be used by the Houston County Sheriff's Office/Patrol Division.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the vehicle from Hardy Chevrolet in Dallas Georgia who provided a state contract price of \$32,395.00. This vehicle is a Splost 2012 funded project and will be charged to 320-3300-54.2200.

3

These easements will allow the contractor on the Lake Joy Road Phase 4 widening project to perform the required work on the County's property (Parcels 122 & 136). This is the location of the planned new Lake Joy Fire Station to be constructed in the near future.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign permanent easements and driveway easements for both Houston County-owned Parcels 122 and 136 for the Lake Joy Road Phase 4 road construction project.

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT

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



MEMORANDUM

To: Tom Hall

From: Ronnie Heald *RJH*

Date: Monday, June 9, 2018

RE: Lake Joy Road Phase 4 SPLOST Project (CW06-02), Execution of Easements

Please find accompanying this memo Permanent Easements and Driveway Easements for Parcels 122 & 136 for the above referenced project. These easements will allow the contractor to perform the required work on the Counties property. After you review the documents, please have them signed and dated

If you will let me know when it is complete, I will gladly drop by to pick up the documents. If you have any questions, please do not hesitate to give me a call.

PERMANENT EASEMENT

GEORGIA, HOUSTON COUNTY

THIS CONVEYANCE made and executed the _____ day of _____, 2018.

WHEREAS, Houston County Georgia desires to construct a project known as **Lake Joy Road Phase 4.**

NOW, THEREFORE, **Houston County Board of Commissioners**, does hereby grant to Houston County the right to execute certain construction and maintenance over and upon my land abutting on and adjacent to the right-of-way in such manner as said County may deem proper to support or accommodate the improvement of said road and utilities, including the right to slope the adjacent ground to tie in with roadway or sidewalk elevations within the easement areas shown as **Parcel No. 122 containing 2557.87 square feet of permanent easement as shown on the right-of-way drawings prepared by R. K. Shah & Associates, Inc. and dated April 11, 2017.**

Grantor, in addition to the above, hereby expressly grant to Houston County, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, trees, signs, or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration I hereby convey and relinquish to Houston County all rights of access between the proposed highway and approaches thereto on the above referenced highway project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by the County.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witness whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed, and Delivered

This _____ day of _____

Witness _____

Notary Public _____

Parcel No. 122

DRIVEWAY EASEMENT

GEORGIA, HOUSTON COUNTY

THIS CONVEYANCE made and executed the _____ day of _____ 2018.

WHEREAS, Houston County Georgia, desires to construct a road improvement project Known as, **Lake Joy Road Phase 4 Improvement .**

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, I, **Houston County Board of Commissioners**, do hereby grant to Houston County the right to enter upon my land for the purpose of constructing a driveway within the driveway easement areas shown on the attached plats as Parcel No. 122 prepared by **R. K. Shah & Associates** and dated 4-11-17.

This easement becomes effective at the beginning of construction of the above named project and will expire upon completion and final acceptance of said project but not later than December 31, 2020.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written,

Signed, Sealed and Delivered

This _____ day of _____ 2018, in the presence of:

Witness

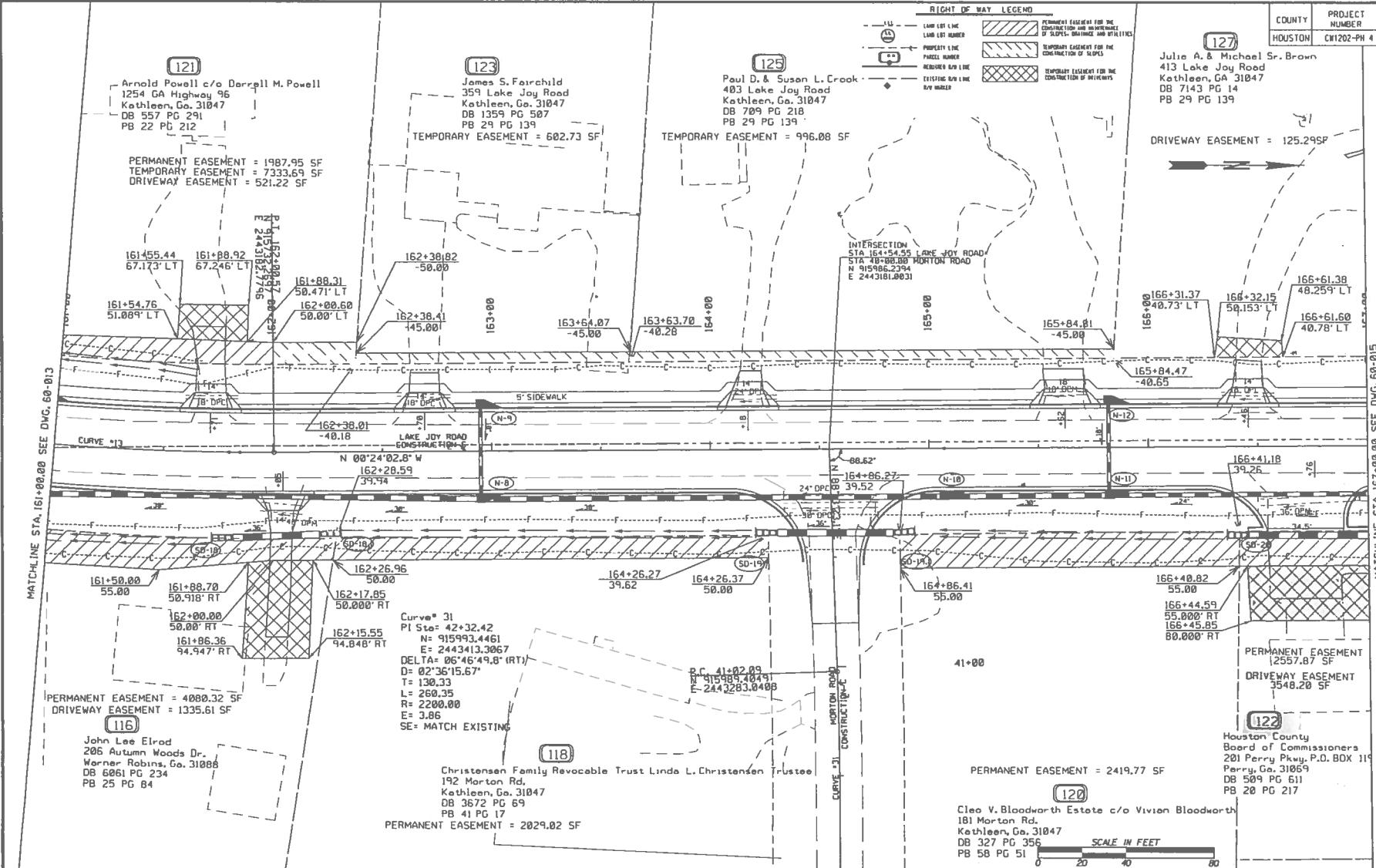
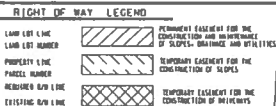
X _____
Owner

Notary Public

X _____
Owner

COUNTY	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
HOUSTON	CH1202-PH 4	306	314

(127)
 Julie A. & Michael Sr. Brown
 413 Lake Joy Road
 Kathleen, GA 31047
 DB 7143 PG 14
 PB 29 PG 139



MATCHLINE STA. 161+00.00 SEE DWG. 60-013

MATCHLINE STA. 167+00.00 SEE DWG. 60-015

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/28/17	RKS	GENERAL REVISION			
7/28/17	RKS	REV. EASEMENT 116			
7/28/17	RKS	GENERAL REVISION			
7/28/17	RKS	REV. EASEMENT 127			

RKS & ASSOCIATES, INC.
 ENGINEERS
 2434 DALWORTH HIGHWAY 130 SUITE 218
 DALYVA, GEORGIA 30037
 TELEPHONE 770-436-5878/770-475-1558

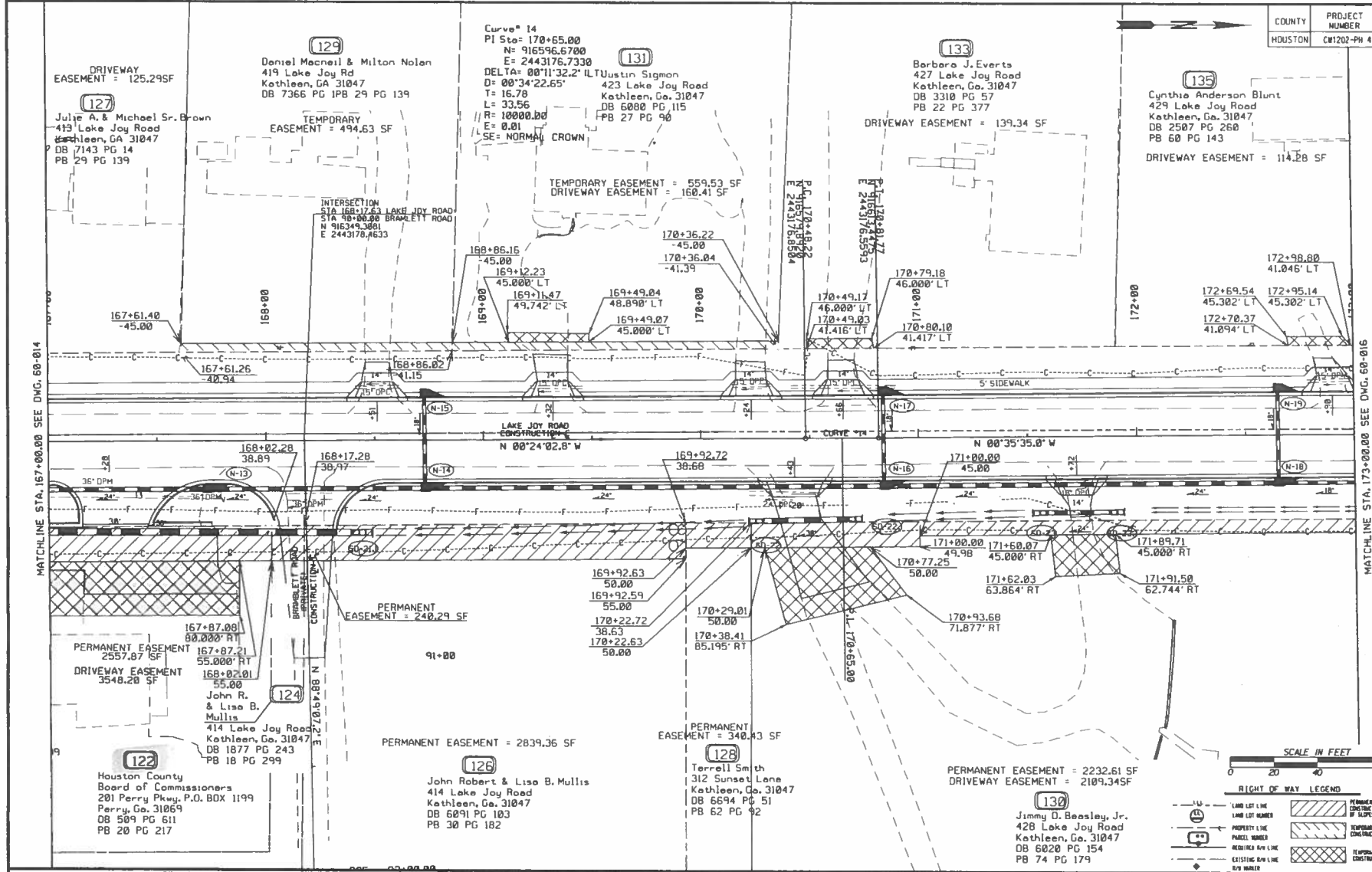
NAME	DATE	NAME	DATE
DESIGNED: GPS/RKS	3-27-17	DRAWN BY: CADD	3-27-17
CHECKED: RKS	3-27-17	CHECKED BY: RKS	3-27-17

HOUSTON COUNTY
 PUBLIC WORKS DEPARTMENT
 SUBMITTED BY: RAJENDRAKUMAR K. SHAH, P.E.
 SUPERVISED BY: RAJENDRAKUMAR K. SHAH, P.E.
 DATE: 4-1-17

**LAKE JOY ROAD PHASE 4
 RIGHT OF WAY PLAN
 STA. 161+00.00 TO STA. 167+00.00**

DRAWING NUMBER
60-014

COUNTY	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
HOUSTON	CM1202-PH 4	307	314



MATCHLINE STA. 167+00.00 SEE DWG. 60-014

MATCHLINE STA. 173+00.00 SEE DWG. 60-016



RIGHT OF WAY LEGEND

	LAND LOT LINE		PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
	PROPERTY LINE		TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES
	PARCEL NUMBER		RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE		TEMPORARY EASEMENT FOR THE CONSTRUCTION OF STRUCTURES

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
7/2/2017	RKS	GENERAL REVISION			
11/2/2017	RKS	GENERAL REVISION			
6/27/2018	RKS	REVISED PLAN SET			

R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 2434 DULUTH HIGHWAY 128 SUITE 218
 DULUTH, GEORGIA 30091
 TELEPHONE 770-435-5876 / 770-475-1558

NAME	DATE	NAME	DATE
DESIGNED: RKS	3-27-17	DRAWN: CADD	3-27-17
CHECKED: RKS	3-27-17	TRACED: RKS	3-27-17

APPROVED BY: RAJENDRAN K. SHAH, P.E.
 SUPERVISOR BY: RAJENDRAN K. SHAH, P.E.
 DATE: 4-11-17

HOUSTON COUNTY
 PUBLIC WORKS DEPARTMENT
 SUBMITTED BY: RAJENDRAN K. SHAH, P.E.
 DATE: 4-11-17

**LAKE JOY ROAD PHASE 4
 RIGHT OF WAY PLAN
 STA. 167+00.00 TO STA. 173+00.00**

DRAWING NUMBER: 60-015

PERMANENT EASEMENT

GEORGIA, HOUSTON COUNTY

THIS CONVEYANCE made and executed the _____ day of _____, 2018.

WHEREAS, Houston County Georgia desires to construct a project known as **Lake Joy Road Phase 4.**

NOW, THEREFORE, **Houston County Board of Commissioners**, does hereby grant to Houston County the right to execute certain construction and maintenance over and upon my land abutting on and adjacent to the right-of-way in such manner as said County may deem proper to support or accommodate the improvement of said road and utilities, including the right to slope the adjacent ground to tie in with roadway or sidewalk elevations within the easement areas shown as **Parcel No. 136 containing 4534.67 square feet of permanent easement as shown on the right-of-way drawings prepared by R. K. Shah & Associates, Inc. and dated April 11, 2017.**

Grantor, in addition to the above, hereby expressly grant to Houston County, its successors and assigns, the right to demolish and remove in their entirety all buildings, walls, fences, gates, trees, signs, or any other improvements or structures of any nature or description, lying wholly or partially situated within the easement area, and the right to enter upon the adjacent lands not included in said required easement for the purpose of removing or demolishing such improvements.

For the same consideration I hereby convey and relinquish to Houston County all rights of access between the proposed highway and approaches thereto on the above referenced highway project and my remaining real property from which said construction easement is taken as shown on the attached plat prepared by the County.

I hereby warrant that I have the right to sell and convey said land and bind, myself, my heirs, executors and administrators forever and defend by virtue of these presents.

In Witness whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed, and Delivered _____

This _____ day of _____

Witness _____

Notary Public _____

Parcel No. 136

DRIVEWAY EASEMENT

GEORGIA, HOUSTON COUNTY

THIS CONVEYANCE made and executed the _____ day of _____ 2018.

WHEREAS, Houston County Georgia, desires to construct a road improvement project Known as, **Lake Joy Road Phase 4 Improvement .**

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, I, **Houston County Board of Commissioners**, do hereby grant to Houston County the right to enter upon my land for the purpose of constructing a driveway within the driveway easement areas shown on the attached plats as Parcel No. 136 prepared by **R. K. Shah & Associates** and dated 4-11-17.

This easement becomes effective at the beginning of construction of the above named project and will expire upon completion and final acceptance of said project but not later than December 31, 2020.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written,

Signed, Sealed and Delivered

This _____ day of _____ 2018, in the presence of:

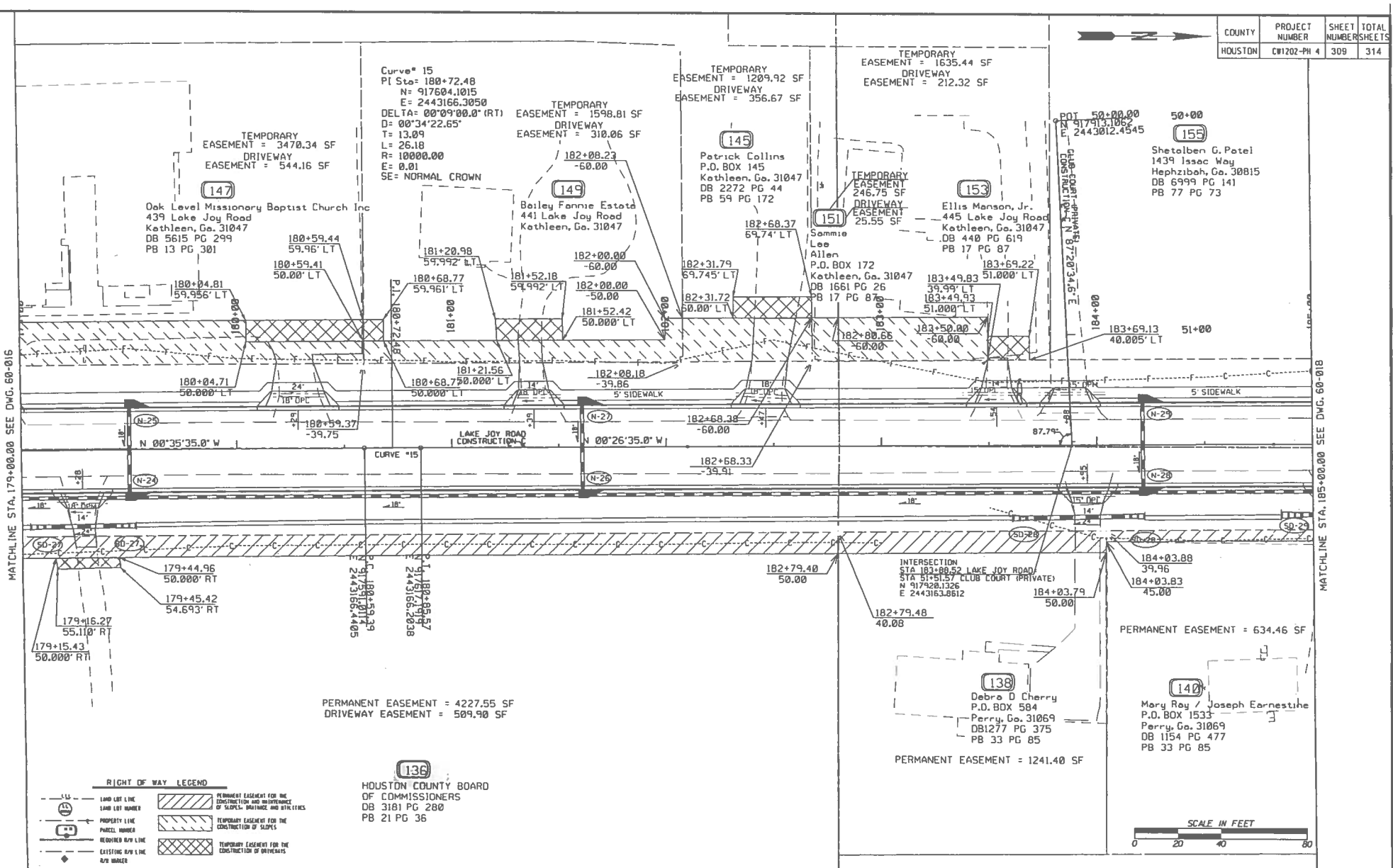
Witness

X _____
Owner

Notary Public

X _____
Owner

COUNTY	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
HOUSTON	CW1202-PH 4	309	314



MATCHLINE STA. 179+00.00 SEE DWG. 60-015

MATCHLINE STA. 185+00.00 SEE DWG. 60-018

RIGHT OF WAY LEGEND

	LAND LOT LINE		PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
	PROPERTY LINE		TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES
	RIGHT OF WAY LINE		TEMPORARY EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS

PERMANENT EASEMENT = 4227.55 SF
DRIVEWAY EASEMENT = 509.90 SF

PERMANENT EASEMENT = 1241.40 SF

PERMANENT EASEMENT = 634.46 SF

REVISIONS

DATE	BY	DESCRIPTION
7/28/17	RKS	GENERAL REVISION
11/21/17	RKS	REV. OWNER FORM 126
11/21/17	RKS	REVISION, REVISION
12/14/18	RKS	REV. AECAS PER 153

RKS & A.R.K. SHAH & ASSOCIATES, INC.
ENGINEERS
TRANSPORTATION / SITE / CIVIL
2424 DALYTH HIGHWAY, 128 SUITE 218
DALYTH, GEORGIA 30034
TELEPHONE: 770-436-5878 / 678-475-1508

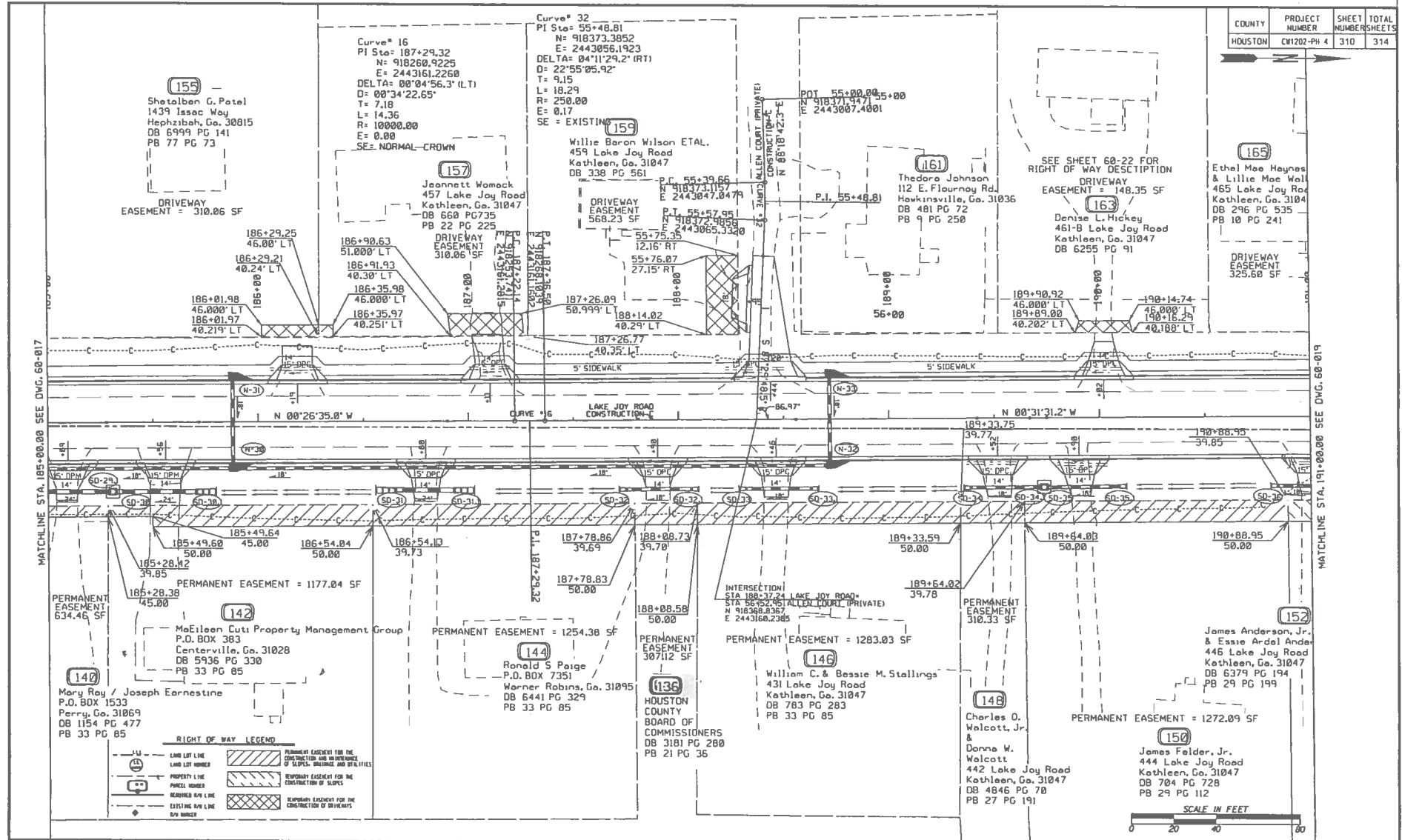
DESIGNED BY	DATE	DRAWN BY	DATE
GPS/RKS	3-27-17	CADD	3-27-17
CHECKED BY	DATE	CREATED BY	DATE
RKS	3-27-17	RKS	3-27-17

HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT
SUBMITTED BY: RAJENDRAKUMAR K. SHAH, P.E.
DATE: 4-11-17

LAKE JOY ROAD PHASE 4
RIGHT OF WAY PLAN
STA. 179+00.00 TO STA. 185+00.00

DRAWING NUMBER
60-017

COUNTY	PROJECT NUMBER	SHEET NUMBER	TOTAL SHEETS
HOUSTON	CM1202-PH 4	310	314



MATCHLINE STA. 185+00.00 SEE DWG. 60-017

MATCHLINE STA. 191+00.00 SEE DWG. 60-019

RIGHT OF WAY LEGEND

	LAND LOT LINE		PERMANENT EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF STREETS, DRIVEWAYS AND UTILITIES
	PROPERTY LINE		EASEMENT FOR THE CONSTRUCTION OF STREETS
	SEARCHER'S RAW LINE		EASEMENT FOR THE CONSTRUCTION OF DRIVEWAYS
	EXISTING RAW LINE		



REVISIONS

DATE	BY	DESCRIPTION
11/23/17	RKS	GENERAL REVISIONS
11/23/17	RKS	REVISED PER PH 130
12/28/17	RKS	REVISIONS TO THE PLAN
12/28/17	RKS	REVISED PER PH 130

R.K. SHAH & ASSOCIATES, INC.
 ENGINEERS
 TRANSPORTATION & UTILITIES / CIVIL
 2424 DALYLA WILSON BLVD, SUITE 210
 DALYLA, GEORGIA 30157
 TELEPHONE: 770-336-5878 / 678-475-1556

NAME	DATE	BY	NAME	DATE
DESIGNED BY	GPS/RKS	3-27-17	BY	CADD
CHECKED BY	RKS	3-27-17	CHECKED BY	RKS
DATE	3-27-17	DATE	3-27-17	

HOUSTON COUNTY
 PUBLIC WORKS DEPARTMENT
 SUBMITTED BY: RAJENDRAN K. SHAH, P.E.
 DATE: 4-11-17

**LAKE JOY ROAD PHASE 4
 RIGHT OF WAY PLAN
 STA. 185+00.00 TO STA. 191+00.00**

60-018

The County is currently under contract with Tyler Technologies for use of the electronic filing (e-filing) system to receive, transfer, maintain and provide access to electronic documents for both County staff and outside users who utilize the system through the online payment gateway which process credit card payments. Changes brought about by new legislation concerning the convenience fee that may be charged to the user necessitates the amendment to the agreements.

Motion by _____, second by _____ and carried _____ to

- approve**
- disapprove**
- table**
- authorize**

Chairman Stalnaker to sign the Electronic Filing Agreement Amendment and the Online Repository Agreement with Tyler Technologies for the Houston County State Court.



AMENDMENT TO ELECTRONIC FILING AGREEMENT

This amendment ("*Amendment*") is made by and between Tyler Technologies, Inc., a Delaware corporation ("*Tyler*") and Houston County, Georgia (the "*Client*"), and shall be effective as of the date of the last signature below ("*Amendment Effective Date*").

WHEREAS, Client and Tyler are parties to that certain Electronic Filing Agreement dated July 1, 2014 (the "*Agreement*"); and

WHEREAS, Tyler and Client desire to amend the Agreement in certain respects, as further detailed herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tyler and Client agree as follows:

1. **Exclusive Provider.** If applicable, the section entitled "Exclusive Provider" of the Agreement is hereby deleted in its entirety.
2. **Fees.** Subsections (a) and (b) of Section 1 "E-Filing and E-Service Fees" Schedule A "Fees" of the Agreement are hereby deleted in their entirety and the following substituted therefor:
 - "a) Tyler's Use Fee under this Agreement shall be as follows: seventeen dollars (\$17) per party, per case.
 - b) Separate and apart from Tyler's Use Fee, Client shall be entitled to the following additional compensation: two dollars (\$2) per party, per case.

By way of example only and for avoidance of doubt, if the fee for Registered Users to use the e-Filing System is nineteen dollars (\$19) per party, per case, the Client shall be entitled to two dollars (\$2), and Tyler shall be entitled to the remaining seventeen dollars (\$17) of such fee as its Use Fee."

3. **Payment Processing Fees.** Subsection (a) of Section 2 "Payment Processing Fees" of Schedule A "Fees" of the Agreement is hereby deleted in its entirety and the following substituted therefor:

"A convenience fee of 2.89% will be assessed to consumers for each electronic payment transaction initiated that flows through the TOGA system when using a credit or debit card. For payments by electronic checks, a fee of twenty-five cents (\$0.25) shall be assessed for the preceding."

4. **Other Terms.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Amendment have the meaning ascribed to such terms as forth in the Agreement. This Amendment may be executed in several counterparts, all of which taken together shall constitute one single instrument between the parties. This Amendment, when read in conjunction with the Agreement (including all exhibits, attachments, and schedules thereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements with respect to the subject matter of this Amendment. As of the Amendment Effective Date, the terms and conditions set forth in this Amendment shall be deemed a part of the Agreement for all purposes. Except as amended and supplemented hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect and apply hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered on their behalf by their duly authorized representatives as of Amendment Effective Date.

TYLER TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

HOUSTON COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

APPROVED BY:
HOUSTON COUNTY COMMISSION

By: _____

Name: _____

Date: _____



re:SearchGA Online Repository Agreement

This Online Repository Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client desires to obtain access for its Users to Tyler's proprietary document search and retrieval portal known as re:SearchGA;

WHEREAS, Tyler desires to grant Client such access, pursuant to the terms of this Agreement; and

WHEREAS, Client wishes to make available certain documents and other data to re:SearchGA.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

1. **"Agreement"** means this Online Repository Agreement.
2. **"Client"** means Houston County Clerk of State Court, Georgia.
3. **"Documents"** means all documents Tyler makes available through re:SearchGA and any other public documents that you deem appropriate for access through re:SearchGA.
4. **"Effective Date"** means the date on which the authorized representative of both parties sign the Agreement.
5. **"Metadata"** means a set of data that describes and gives information about case records and the Documents.
6. **"Payment Processing Agreement"** means the Client Payment Card Processing Agreement attached here as Exhibit A.
7. **"re:SearchGA"** means the document search/retrieval portal whereby Users can search Metadata stored in the document search/retrieval portal to direct Users to court-stored documents as authorized by the stakeholders owning the records.
8. **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
9. **"Users"** means those users permitted to access re:SearchGA.
10. **"we", "us", "our"** and similar terms mean Tyler.
11. **"you"** and similar terms mean Client.

SECTION B – ACCESS and OWNERSHIP

1. Integrated Method. Using standard APIs provided by us, you will integrate your case management system directly with re:SearchGA, allowing court documents and information to be exchanged between your case management system and re:SearchGA. The API toolset will allow security parameters to be exchanged, preventing unauthorized access to confidential court documents and records through re:SearchGA.
2. Repository Method. Case information and copies of the documents will automatically be sent to the re:SearchGA repository as clerks accept e-filed records through eFileGA, where they will reside indefinitely. Clerks will have the ability to prevent unauthorized access to court documents and records using tools within the re:SearchGA application. At their discretion, courts and clerks will have the ability to mark as secured or remove confidential or secured documents from re:SearchGA.
3. Portal Access. We will host and provide re:SearchGA to allow Users to search Metadata stored within re:SearchGA that directs Users to Documents. You will provide us with access to the Documents to the extent necessary for us to perform our obligations under this Agreement, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
4. Ownership.
 - 4.1. You retain all ownership and intellectual property rights to the Documents. Nothing in this Agreement shall be deemed to vest in us any ownership rights in and to your Documents.
 - 4.2. We reserve all rights not expressly granted to you in this Agreement. We own the title, copyright, and other intellectual property rights in re:SearchGA.

SECTION C – TERM, TERMINATION and DISPUTE RESOLUTION

1. Term. The term of this Agreement (“*Term*”) shall commence on the Effective Date and shall continue in accordance with the term set forth in that certain Electronic Filing Agreement entered into between Tyler and the Client and dated July 1, 2014, including all renewals thereof (the “*eFile Agreement*”)
2. Termination for Cause. Either party may terminate this Agreement for Cause; provided, however, that such party follows the procedures set forth in Section C(3). For purposes of this Section 2, “*Cause*” means either:
 - a. a material breach of this Agreement, which has not been cured within sixty (60) days of the date such party receives written notice of such breach;
 - b. breach of Section D(8); or
 - c. If Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all its creditors, or institutes, or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

No party may terminate this Agreement under this Section 2 until it follows the dispute resolution procedures set forth in Section C(3).

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

SECTION D – GENERAL TERMS

1. Online Repository Terms. Tyler will work with the Client, the courts, and CMS partners to implement re:SearchGA to make available court documents and case information as set forth in Exhibit B, attached hereto. The Client will guide and coordinate with Tyler as to the types of documents, case information, security protocols, and functionality made available through the re:SearchGA portal.
2. Document Fees. The Client may charge any amount that is mutually agreed to among the participating courts for any Documents that are accessed through re:SearchGA.
3. Compliance with Laws. In providing the services herein, we will comply with all applicable federal, state, and local laws, ordinances, and regulations.
4. No Warranty. You acknowledge that all Documents are received directly from you and that we do not edit, and cannot independently verify, the completeness or accuracy of the Documents or Metadata. All Documents retrieved through the re:SearchGA are provided on an “AS IS” basis. Neither party makes any representation or warranty related to the accuracy or completeness of any such Documents and shall have no liability arising from or relating to the same. WE MAKE NO REPRESENTATION OR WARRANTY RELATED TO THE PERFORMANCE OF THE PORTAL, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. Limitation of Liability. OUR LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CORRECTION OF DEFECTS IN THE PORTAL. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITIES OF SUCH DAMAGE.
6. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not

required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

7. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
8. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
9. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
10. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, including applicable U.S. federal law, without regard to its rules on conflicts of law.
12. Amendment; Waivers. This Agreement may not be amended except by an instrument in writing

signed on behalf of each of the parties hereto. Except as otherwise provided in this Agreement, any failure of any party to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

13. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.
14. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement; provided, however, that the signature of the Houston County Commissioners is also required to bind Client to this Agreement.
15. Entire Agreement. This Agreement together with the exhibits referenced herein is a multi-unit integrated agreement and constitutes and the entire understanding between the parties with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between the parties with respect to the subject matter hereof. The parties agree that the transactions and obligations contemplated thereby are closely intertwined.
16. Contract Documents. This Agreement includes the following Exhibits:

- | | |
|-----------|-----------------------------------|
| Exhibit A | Payment Card Processing Agreement |
| Exhibit B | Online Repository Terms |

[Remainder of page is intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

TYLER TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

HOUSTON COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

Date: _____

APPROVED BY:
HOUSTON COUNTY COMMISSION

By: _____

Name: _____

Date: _____



EXHIBIT A
Payment Card Processing Agreement

[Remainder of page is intentionally left blank]



re:SearchGA Merchant Payment Card Processing Agreement

This Payment Card Processing Agreement (this "Processing Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Houston County, Clerk of State Court, Georgia (the "Merchant").

WHEREAS, Merchant desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Processing Agreement.

WHEREAS Tyler has contracted with a national banking association ("Member"), a payment processor ("Processor"), and others, to provide services under this Processing Agreement; and

WHEREAS Member is a member of several Associations, including but not limited to Visa and MasterCard; and

WHEREAS, through Member, Tyler is authorized to process the Card Transactions listed on Schedule A; and

WHEREAS, Tyler shall submit Transactions on behalf of Merchant in accordance with Association Rules.

NOW, THEREFORE, in consideration of the mutual promises made and the mutual benefits to be derived from this Processing Agreement, Tyler and Merchant agree as follows:

A. Tyler shall furnish the services; and Merchant shall pay the fees and comply with the additional obligations described in this Processing Agreement.

B. This Processing Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Processing Agreement, all of which are incorporated by reference herein:

- Merchant Payment Card Processing Agreement Terms and Conditions
- Schedule A. – Merchant Payment Card Processing Fees

IN WITNESS WHEREOF, this Processing Agreement is binding upon the parties upon the full execution of the Agreement and shall be effective on the Effective Date of the Agreement.

5

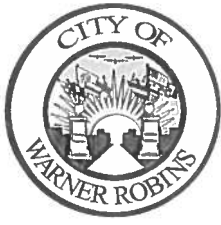
Oliver Bateman, III representing Gayle N. Keeling and Patricia T. Nixon has requested annexation into the City of Warner Robins for a 5 acre portion of property located at Sutherlin Drive and south of Hwy. 96. The property is currently zoned County C-2 and the proposed zoning upon annexation would be for Warner Robins C-2. The property is presently vacant and is contiguous to the Warner Robins city limits and will not create an unincorporated island. The property owners would like to obtain sanitary sewer for a commercial development.

Motion by _____, second by _____ and carried _____ to

- concur
 non-concur

with a City of Warner Robins annexation request for the property described as:

a five (5) acre portion of the property located at Sutherlin Drive and south of Hwy. 96, Tax Parcel 000780 227000, as shown on a plat or survey by Story Clarke & Associates dated June 13, 2018.



Randy Toms - Mayor

202 North Davis Drive PMB 718, Warner Robins, Georgia 31093 Phone (478) 302-5515 Facsimile (478) 302-5551

June 13, 2018

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

Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins – A 5 acre portion of property located at Sutherlin Drive, South of Hwy 96 [Tax Parcel No. 000780 227000]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for annexation, pursuant to O.C.G.A. §36-36-20, *et seq.* (Article II or 100% Application Method). The owner of this property, who has filed a written request for annexation, is Gayle N. Keeling and Patricia T Nixon, as the Executrix of The Estate of Jon A. Nixon. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is C-2[General Commercial District][County], and the proposed zoning and land use for this tract upon annexation is C-2[General Commercial District][City], under the zoning ordinance of the City of Warner Robins.

Respectfully,

City of Warner Robins, Georgia

By: Randy Toms
Randy Toms, Mayor
For the Mayor and Council

cc: Barry Holland, County Administrator
James E. Elliott, Jr., City Attorney

Received

JUN 20 2018

**Houston County Commissioners
Warner Robins, GA**

APPLICATION

Property Owner(s) Name: Joseph Keeling / Patricia Nixon Cellphone: 478-972-6043

Company Name (if applicable): _____ Office Phone: _____

Property Owner(s) Address: _____

Applicant's Name: Oliver Bateman III Cellphone: 478-972-6043

Company Name (if applicable): The Bateman Group, LLC Office Phone: _____

Applicant's Address: 2885 Walden Road Macon, GA 31216

Property Information

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

ADDRESS/LOCATION: Hwy 96 / Sutherland Dr

Tract#: _____ Parcel#: 000780 227000 Land Lot(s): 165 Land District#: 10th

County: Houston Tax Parcel#: _____ Total Acres: 5 acres

Survey Prepared by: Stora & Clarke Dated: 6-13-18

Recorded in Plat Book#: _____ Page#: _____

Present Zoning: C-2 Requested Zoning: C-2

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

Annex 5.7-acres into the corporate city limits of Warner Robins. Property is contiguous to the city limits.

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: Houston Co

Is sewer service available? Yes No Jurisdiction: Warner Robins

Authorization:

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

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

This 24 day of May 2018

Owner/Applicant Signature: [Signature]

Print Name Oliver Bateman III



The Bateman Group, LLC

Commercial Real Estate

June 13, 2018

City of Warner Robins

Planning and Zoning

To Whom it May Concern:

This letter is to inform the Planning and Zoning Board of Warner Robins that we are requesting to annex 5 acres into the corporate City of Warner Robins of parcel 000780 227000 on Hwy 96/Sutherlin Drive to obtain sanitary sewer for a commercial development. The property is presently vacant and contiguous to the City of Warner Robins.

Sincerely,



Oliver C. Bateman, III
The Bateman Group, LLC



STORY CLARKE & Associates
 SURVEYORS • PLANNERS
 LANDSCAPE ARCHITECTURE

253 CARL WINSON PARKWAY
 WARNER ROBINS, GA. 31088
 OFFICE: 478.862.7724
 STOCJA.COM

I HEREBY DOCUMENT AS AN INSTRUMENT OF SERVICE IN THE PROPERTY OF STORY CLARKE & ASSOCIATES, AND BY NO MEANS HEREOF ANY BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT THE WRITTEN PERMISSION OF STORY CLARKE & ASSOCIATES.



10th DISTRICT
 GEORGIA

Zoning Plat For:
JON A. NIXON

LAND LOT 165
 HOUSTON COUNTY

PN: 18000
 DN: 18-052
 DRAWN BY: BHL
 FIELD DATA BY: JMR
 FIELD DATE: 18.06.11
 REVIEW BY: MLC
 DATE: 18.06.13
 SCALE: 1"=60'

NO.	DATE	REVISIONS	COMMENT

1 OF 1

ZONING PLAT

N.O.F SUNTRUST BANK
 ZONE: C-2

N.O.F DIYA LLC
 ZONE: C-2

N.O.F LIDL US OPERATIONS LLC
 ZONE: C-2

N.O.F JON A. NIXON
 ZONE: C-2

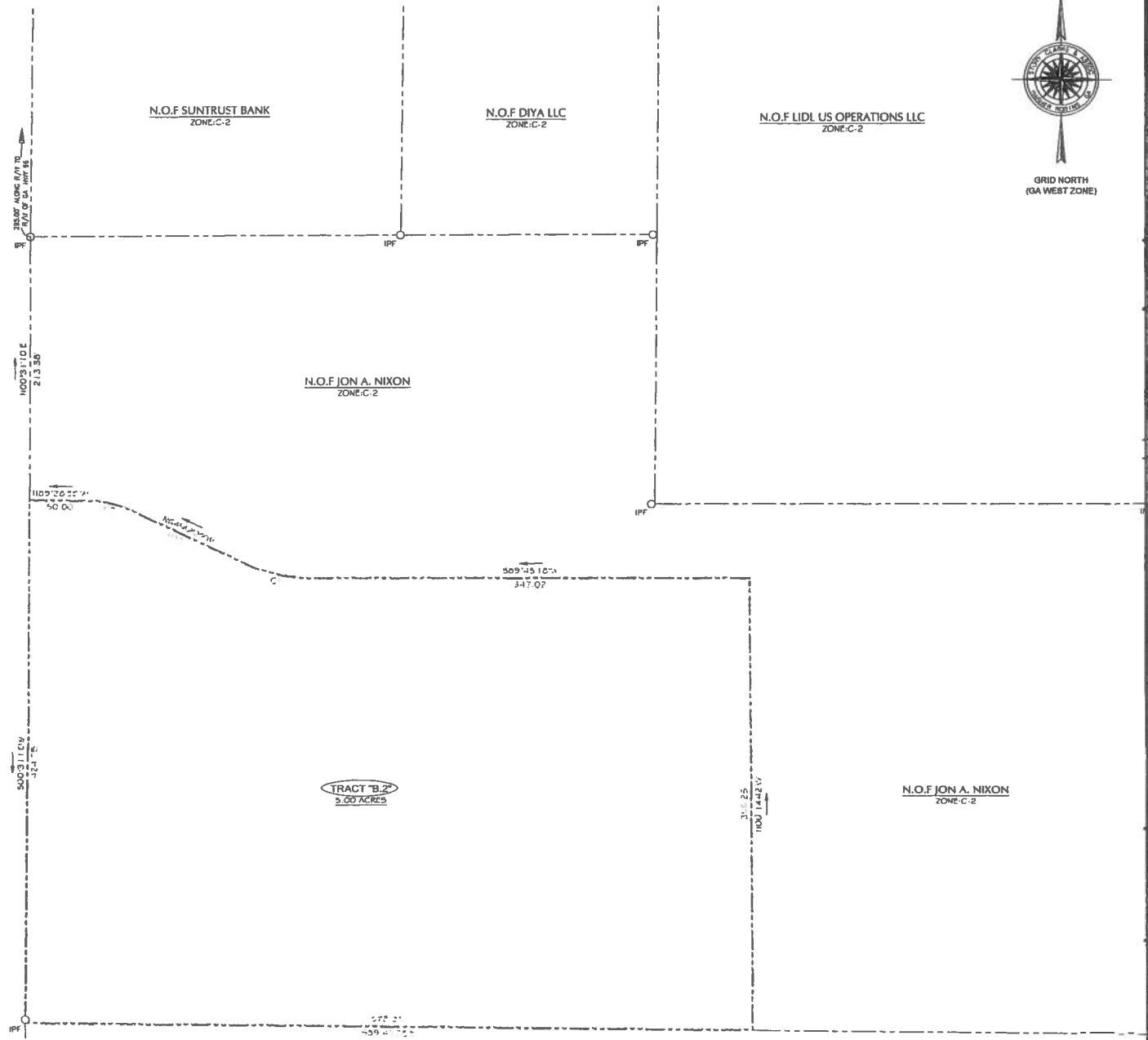
N.O.F JON A. NIXON
 ZONE: C-2

N.O.F HOUSTON HEALTHCARE
 PROPERTIES INC.
 ZONE: C-2

TRACT "B.2"
 5.00 ACRES

Curve #	Length	Radius	Chord	Bearing
C1	57.954	130.000	57.46	N77°28'25"W
C2	30.272	70.000	30.04	N77°05'29"W

SUTHERLIN DR.
 120' RW





Legend
 Parcels

Parcel ID 000780 227000
 Class Code Commercial
 Taxing District County
 County
 Acres 20.17

Owner NIXON JON A
 KEELING GAYLE N
 PO BOX 6608
 WARNER ROBINS GA 31095
 Physical Address HWY 96
 Assessed Value Value \$2017000
 Land Value Value \$2.017e+006
 Improvement Value
 Accessory Value

Last 2 Sales			
Date	Price	Reason	Qual
6/22/2017		35	U
7/2/2013		23	U

The City of Perry on its own application is requesting annexation and rezoning of the property located at 2019 Highway 41, Perry, Georgia. Current zoning for this property is County R-1 and the proposed zoning after annexation is Perry C-2. No legal authority was quoted allowing an annexation in this manner.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur

in the annexation and rezoning of the property located at 2019 Hwy 41 (HC00031 022000); 1.08 acres, because annexation in this manner by the City of Perry lacks any legal authority.



Where Georgia comes together.
Department of Community Development

June 19, 2018

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located at 2019 Hwy 41 (HC00031 022000); 1.08acres

Legal description as attached labeled Exhibit A

Current zoning for this property within Houston County is R-1. The request is for annexation into the City of Perry C-2, General Commercial District. The City of Perry is submitting the request as city water service is available at the parcel.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, August 07, 2018 at Perry City Hall. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures

Received

JUN 20 2018

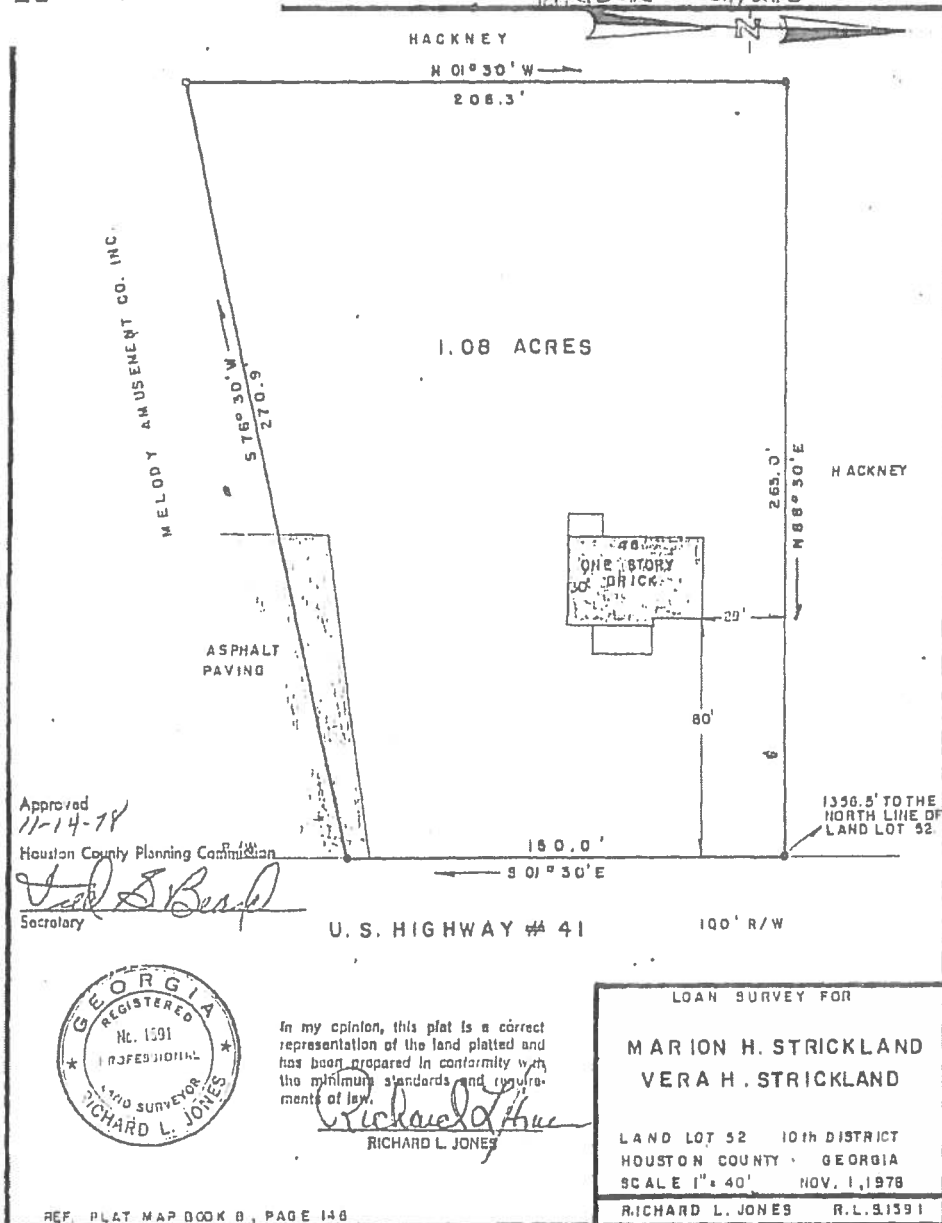
**Houston County Commissioners
Warner Robins, GA**

Exhibit A

Doc ID: 008894810001 Type: PLA
 Filed: 11/17/1978 at 11:08:45 AM
 Fee Amt: Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk
 BK 21 PD 280

Recorded Nov. 17, 1978

Pl. 4042 21/280



MICHAEL L. REECE
252 A LAKE JOY RD.
PERRY GA 31069
Pat Curran



Doc ID: 015065390002 Type: GLR
Recorded: 03/13/2018 at 09:44:56 AM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 7786 PG 94-95

LF298-04
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 2nd day of March, 2018,
by first party, Grantor, Annie Ngoc Kincaid
whose post office address is 129 Bonanza Dr., Bonaire, GA 31005
to second party, Grantee, Michael L Reece
whose post office address is 252A Lake Joy Rd., Perry, GA 31069

WITNESSETH, That the said first party, for good consideration and for the sum of
Dollars (\$ 10.00)
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release
and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first
party has in and to the following described parcel of land, and improvements and appurtenances thereto in
the County of Houston, State of Georgia to wit:

All that tract or parcel of land situate, lying and being in Land Lot 52 of the Tenth Land District of
Houston County, Georgia comprising 1.08 acres as more particularly shown on a plat of survey
prepared by Richard L. Jones, Surveyor, on November 1, 1978, a copy of said plat being of record
in Map Book 21, Page 280, Clerk's Office, Houston Superior Court. Said plat and the recorded
copy thereof are hereby made a part of this description by reference thereto.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Ashley Rodgers
Signature of Witness

Ashley Rodgers
Print name of Witness

Signature of Witness

Print name of Witness

Annie Ngoc Kincaid
Signature of First Party

ANNIE NGOC KINCAID
Print name of First Party

Signature of First Party

Print name of First Party

State of Georgia
County of Houston

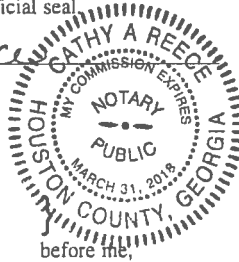
On 03/02/2018
appeared

}
before me, Annie Ngoc Kincaid

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cathy A Reece
Signature of Notary



Affiant Known _____ Produced ID
Type of ID _____ (Seal)

State of
County of
On
appeared

before me,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary

Affiant _____ Known _____ Produced ID
Type of ID _____ (Seal)

Signature of Preparer

Print Name of Preparer

Address of Preparer



Where Georgia comes together.

Application # R-18-06

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

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	The City of Perry	Michael L Reece - Bentley Lane
*Title		
*Address	1211 Washington St, Perry 31069	252A Lake Joy Rd Perry 31069
*Phone	478-988-2714	
*Email	bryan.wood@perry-ga.gov	MIKE@reeceac.com

Property Information

*Street Address or Location	2019 HWY 41 (Macon Road)
*Tax Map #(s)	000310 022000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current Zoning District	R-1 (County)	*Proposed Zoning District	C-2 (City)
*Please describe the existing and proposed use of the property The City proposes to annex this parcel as city water service is available at the parcel.			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$123.00 plus \$14.60/acre (maximum \$1,500.00)
 - Planned Development - \$148.00 plus \$14.60/acre (maximum \$2,600.00)
 - Commercial/Industrial - \$225.00 plus \$21.00/acre (maximum \$2,800.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No ___
 If yes, please complete and submit the attached Disclosure Form.

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

10. Signatures:

*Applicant	<i>Bonnie</i> for the City of Perry	*Date	6/11/18
*Property Owner/Authorized Agent		*Date	

Standards for Granting a Rezoning

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 1/10/2018

For Office Use

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	
6/11/18	n/a	6/11/18	by 6/22	place 7/11/18	run 7/18/18
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action
		7/9/18	8/7/18	8/21/18	

Summary of bills by fund:

• General Fund (100)	\$ 759,399.92
• Emergency 911 Telephone Fund (215)	\$ 150,964.45
• Fire District Fund (270)	\$ 35,953.26
• 2001 SPLOST Fund (320)	\$ 21,726.37
• 2006 SPLOST Fund (320)	\$ 11,351.31
• 2012 SPLOST Fund (320)	\$ 215,312.70
• Water Fund (505)	\$ 137,060.35
• Solid Waste Fund (540)	<u>\$ 190,141.38</u>
Total for all Funds	\$1,521,909.74

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$ 1,521,909.74