



Houston County Board of Commissioners Meeting
Warner Robins, Georgia
February 15, 2022
5:00 p.m.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
February 15, 2022
5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation & Pledge of Allegiance – Commissioner Perdue

Approval of Minutes from February 1, 2022

New Business:

1. Personnel Request (District Attorney / Investigator) – Commissioner Walker
2. Right of Way Easement (Flint Energies / State Court Expansion) – Commissioner Walker
3. City of Perry Annexation Request (Chad Bryant/Gurr & Kings Chapel) – Commissioner Perdue
4. Indication of Lighting Support (GDOT / SR11-US41 & Lakeview Rd) – Commissioner Perdue
5. Equipment Purchase and Installation Services (State Court Expansion) – Commissioner Perdue
6. Public Hearing on Waiver to Animal Limitations (Kentavius Morgan) – Commissioner Robinson
7. GA Public Safety Officials and First Responders Supplement Grant – Commissioner Robinson
8. GFSTC Fireworks Grant Application Approval – Commissioner Robinson
9. Equipment Purchase (MDTs & iPads / Public Safety) – Commissioner Byrd
10. Resolution Adopting Joint Comprehensive Plan Update – Commissioner Byrd
11. Property Acquisition (Bear Branch Road Remote Well Site) – Commissioner Byrd
12. Approval of Bills – Commissioner Walker

Public Comments

Commissioner Comments

Motion for Adjournment

Acting District Attorney William Kendall has requested to eliminate the vacant full-time Digital Evidence Technician position in his office in favor of a full-time investigator position. He feels that this will better suit the needs of his office as they work through increased trial weeks. This move is a net savings to his departmental budget as the Digital Evidence Technician position is a Grade 19 and the requested Investigator position is a Grade 18. He further requests that his current part-time investigator be approved to fill this new full-time position at a Grade 18-F. Staff recommends approval of this request.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the elimination of the vacant full-time Digital Evidence Technician position in the District Attorney's office, the creation of a full-time Grade 18 Investigator position, and to approve the current part-time Investigator to fill the newly created full-time position at a Grade 18-F commensurate with his experience.



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: February 4, 2022
Re: Staffing Changes for District Attorney's Office

Acting District Attorney William Kendall is agreeing to surrendering his Digital Evidence Tech position by adding a full-time investigators position. This change will be a savings to the current budgeted staffing since the Investigator is a pay grade lower. If approved Mr. Kendall would like to move his current part-time investigator to the full-time position at Grade 18-F. This request would be effective at the start of the next pay period, February 21, 2022. Please consider this request.

Eric Z. Edwards
Chief Asst. District Attorney

Greg W. Winters
Deputy Chief Assistant DA

Office of the District Attorney
William Kendall, Acting District Attorney
Houston Judicial Circuit



Bobby Brantley
Investigator

Richard Crooms
Investigator

February 3, 2022

Houston County Board of Commissioners

Re: Personnel Change Request

Greetings,

Approximately five months ago I assumed the responsibilities of Acting District Attorney. Since then, I have had the opportunity to evaluate our personnel requirements as it relates to our mission and my responsibility to make sound fiscal decisions.

As many know, the pandemic put a hold on jury trials. As a result, cases have aged and witnesses and victims become harder to locate as each day passes. As the judicial system readjusts, we are now in the beginnings of an all-time record of 31 trial weeks slated for the 2022 calendar year. Investigators are an integral part of locating witnesses and victims, and moving evidence from agencies to our office. Without witnesses, victims and evidence cases are further stalled and our success in seeking justice for our Victims is substantially diminished.

In light of the aforementioned, I am respectfully requesting the Board of Commissioners to accept dissolution of the Information Technology position in my office, and in lieu of surrendering this position, please allow our office to move our current part-time Investigator to full-time status at his current grade and at a step commensurate with his experience. Thank you.

Sincerely,

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

William M. Kendall
Acting District Attorney
Houston Judicial Circuit

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 31069
Office 478.542.2065 Fax 478.542.2137

E-mail: wkendall@houstonda.org

This right of way easement with Flint Energies will accommodate the new State Court Expansion project.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing the underground right of way easement (Work Order #202508) with Flint Electric Membership Corporation as depicted on Exhibit "A" and as more particularly described on Exhibit "B" (property more commonly known as 201 Perry Parkway, Perry, GA 31069, Tax Parcel 0P41A0 115000) for the transmission and distribution of electric power to the new State Court Expansion project.

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

UNDERGROUND RIGHT OF WAY EASEMENT

STATE OF GEORGIA

Work Order 202508

COUNTY OF HOUSTON

Map 325-01

THIS AGREEMENT made this _____ day of FEBRUARY 2022, between HOUSTON COUNTY BOARD OF COMMISSIONERS, of the County of Houston, State of Georgia, whose address is 200 CARL VINSON PARKWAY, WARNER ROBINS, GA 31088, Party of the First Part (hereinafter called "Owner"), and FLINT ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part (hereinafter referred to as "Flint EMC").

WITNESSETH:

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

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

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

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

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

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

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

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

the least practicable damage and inconvenience to Owner.

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

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

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

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

**OWNER: HOUSTON COUNTY BOARD
OF COMMISSIONERS**

ATTEST :(if necessary)

By: _____

By: _____

Title: _____

Title: _____

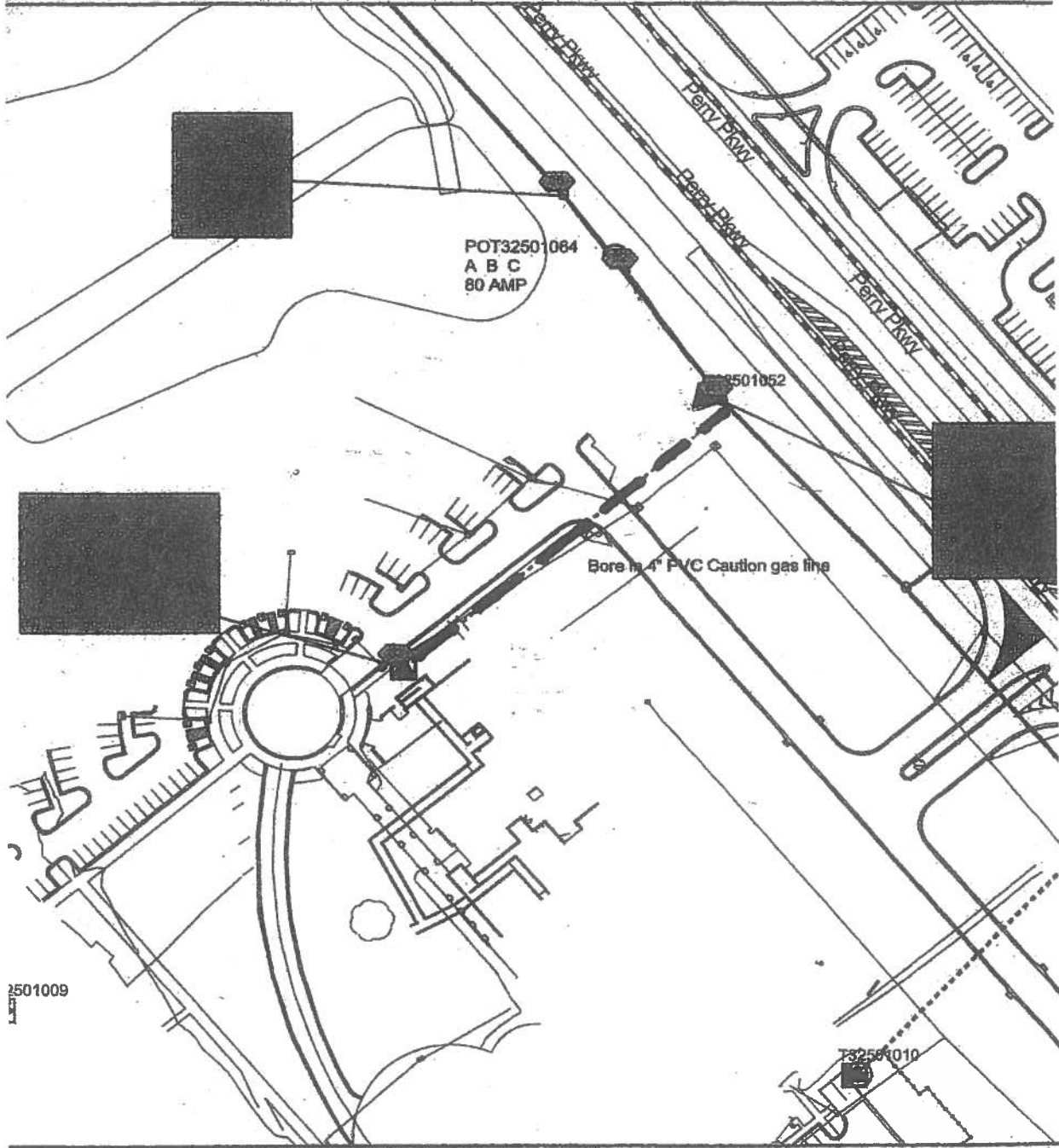
Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission expires: _____
[NOTARIAL SEAL]

EXHIBIT "A"

Houston County Court House
OP41AD - 115



--- Centerline of the underground powerline easement

EXHIBIT "B"

All that tract or parcel of land situate, lying and being in Land Lot 111 & 114 of the Tenth District of Houston County, Georgia, being known and designated as that certain 66.046 acres according to a plat of survey prepared for Houston County Commissioners by Jones Surveying & Engineering, Inc., dated September 16, 1998 and recorded in Plat Book 53, Page 89, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

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

Commence at the intersection of the west right-of-way of Perry Parkway and the north right-of-way of Kings Chapel Road;

Thence proceed in a North direction along the west right-of-way of Perry Parkway about 1,950 feet, more or less, to a point in the west right-of-way of Perry Parkway, which is the POINT OF BEGINNING;

Said POINT OF BEGINNING shall be the centerline of the easement; thence proceed in a West direction about 425 feet, more or less, to a Flint EMC transformer #32501063, said easement shall be 20 feet of even width, (10 feet on either side of the centerline).

Subject property is more commonly known as:

201 Perry Parkway
Perry, GA 31069
Tax Parcel 0P41A0 115

3

Chad Bryant, on behalf of property owner Taffy Properties, has requested annexation into the City of Perry for a 27.25-acre tract (Tax Parcel 000830 062000) located at the southwest corner of Gurr Road and Kings Chapel Road. The property is currently zoned County R-AG and the proposed zoning upon annexation is Perry R-2A (Single Family Residential). The property is contiguous to the Perry city limits and this will not create an unincorporated island. The parcel is currently agricultural farmland, and the requested zoning is similar to the zoning of adjacent properties.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Perry annexation request for Tax Parcel 000830 062000 for 27.25-acres located at the southwest corner of Gurr Road and Kings Chapel Road.



Where Georgia comes together.

Department of Community Development

January 20, 2022

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located at Gurr Road and Kings Chapel Road

Parcel # 000830 062000 consisting of 27.25 acres

Legal description(s) attached.

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

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, March 1, 2022, at the Perry Events Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures

Received

JAN 21 2022

**Houston County Commissioners
Warner Robins, GA**



Where Georgia comes together.

Application # ANNX -

0009 - 2022

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Chad Bryant	Taffy Properties
*Title	engineer	owner
*Address	906 Ball St Perry, GA 31069	110 Latham Dr Warner Robins, GA 31088
*Phone	478-714-1594	478-256-8672
*Email	chad@bryantengllc.com	jeff@customhomesbyjeff.com

Property Information

*Street Address or Location	Gurr Rd/Kings Chapel Rd
*Tax Map #(s)	000830 062000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.

Request

*Current County Zoning District	RAG	*Proposed City Zoning District	R2A
*Please describe the existing and proposed use of the property. Note: A Site Plan and/or other information which fully describes your proposal may benefit your application.			
existing use: agricultural farm land, proposed use: single family, residential neighborhood			

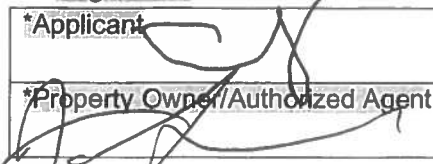
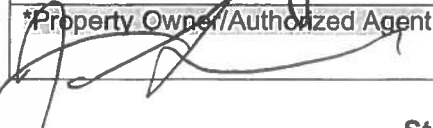
Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
 - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
 - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
- *The applicant must be present at the hearings to present the application and answer questions that may arise.
- *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes No

If yes, please complete and submit a Disclosure Form available from the Community Development office.

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

9. *Signatures:

*Applicant	*Date
	1-11-22
*Property Owner/Authorized Agent	*Date
	1/12/22

Standards for Granting a Zoning Classification

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

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

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

Revised 8/18/21

1. Property to the north is the existing subdivision, Avington Glen (zoned R2). Property to the south is the existing subdivision, Brookewater (zoned R1). Property to the east has recently been rezoned to R2. The property to the west is zoned RAG.
2. The proposed zoning is for residential use and is suitable to the surrounding zoning, which is a combination of farmland and higher density residential.
3. The proposed zoning is like kind with it's surrounding zonings and meets similar lot sizes with surrounding subdivisions and should not have an adverse impact on adjacent properties.
4. This area is planned for residential development in the Comprehensive Plan.
5. The proposed development should not have an adverse impact on city structures. Traffic counts are low so there will not be an overburden on transportation infrastructure.
6. The proposed development will serve as an appropriate addition to existing subdivisions.

LEGEND

- 11 - REBAR FOUND UNLESS OTHERWISE NOTED
- 12 - REBAR FOUND UNLESS OTHERWISE NOTED
- 13 - REBAR FOUND UNLESS OTHERWISE NOTED
- 14 - REBAR FOUND UNLESS OTHERWISE NOTED
- 15 - REBAR FOUND UNLESS OTHERWISE NOTED
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- 25 - REBAR FOUND UNLESS OTHERWISE NOTED
- 26 - REBAR FOUND UNLESS OTHERWISE NOTED
- 27 - REBAR FOUND UNLESS OTHERWISE NOTED

PLAT NOTES

IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION. THAT ALL ADJACENT SURVEYS WERE CONSULTED AND THE LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN. THE ADJACENT SURVEYS HAVE BEEN CHECKED FOR ACCURACY AND CORRECTED WHERE NECESSARY. THIS SURVEY WAS PREPARED IN COMPLIANCE WITH THE TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYING IN GEORGIA AS SET FORTH IN CHAPTER 188-3 OF THE RULES OF THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF GEORGIA, AS AMENDED, AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. § 44-4-49 AUTHORITY O.C.G.A. SEC. 11-6-1, 11-7-1, 11-11-1, 11-12-1, 11-13-1, 11-14-1, 11-15-1.

OWNER'S CERTIFICATION
 I, THE UNDERSIGNED CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THIS PLAT AND I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND I HAVE REVIEWED THIS PLAT AND FOUND IT TO BE CORRECT AND ACCURATE. I HAVE REVIEWED ALL AREAS SHOWN ON THIS PLAT AS TO THE LOCATION, SIZE, TYPE, AND MATERIAL AND I HAVE REVIEWED ALL AREAS SHOWN ON THIS PLAT AS TO THE LOCATION, SIZE, TYPE, AND MATERIAL. I HAVE REVIEWED ALL AREAS SHOWN ON THIS PLAT AS TO THE LOCATION, SIZE, TYPE, AND MATERIAL. I HAVE REVIEWED ALL AREAS SHOWN ON THIS PLAT AS TO THE LOCATION, SIZE, TYPE, AND MATERIAL.

Matthew R. D. King
 DATE: 12/21/2021
 AGENT SIGNATURE
 P. B. 75, PG. 188

NOTES:
 THIS PROPERTY IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY NOT BE SHOWN HEREIN.
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED USING AN AGA 1000 FEET AND AN ANGLE IN ERROR OF 0.25 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPOUND ERROR METHOD. THIS PLAT WAS CHECKED FOR ACCURACY BY MEASURING THE DISTANCE WITHIN ONE FT. IN 11,273.156 FEET.
 ACCORDING TO INFORMATION SHOWN ON FEMA COMMUNITY PANEL MAPS, THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE.

TOTAL AREA: 27.25 ACRES

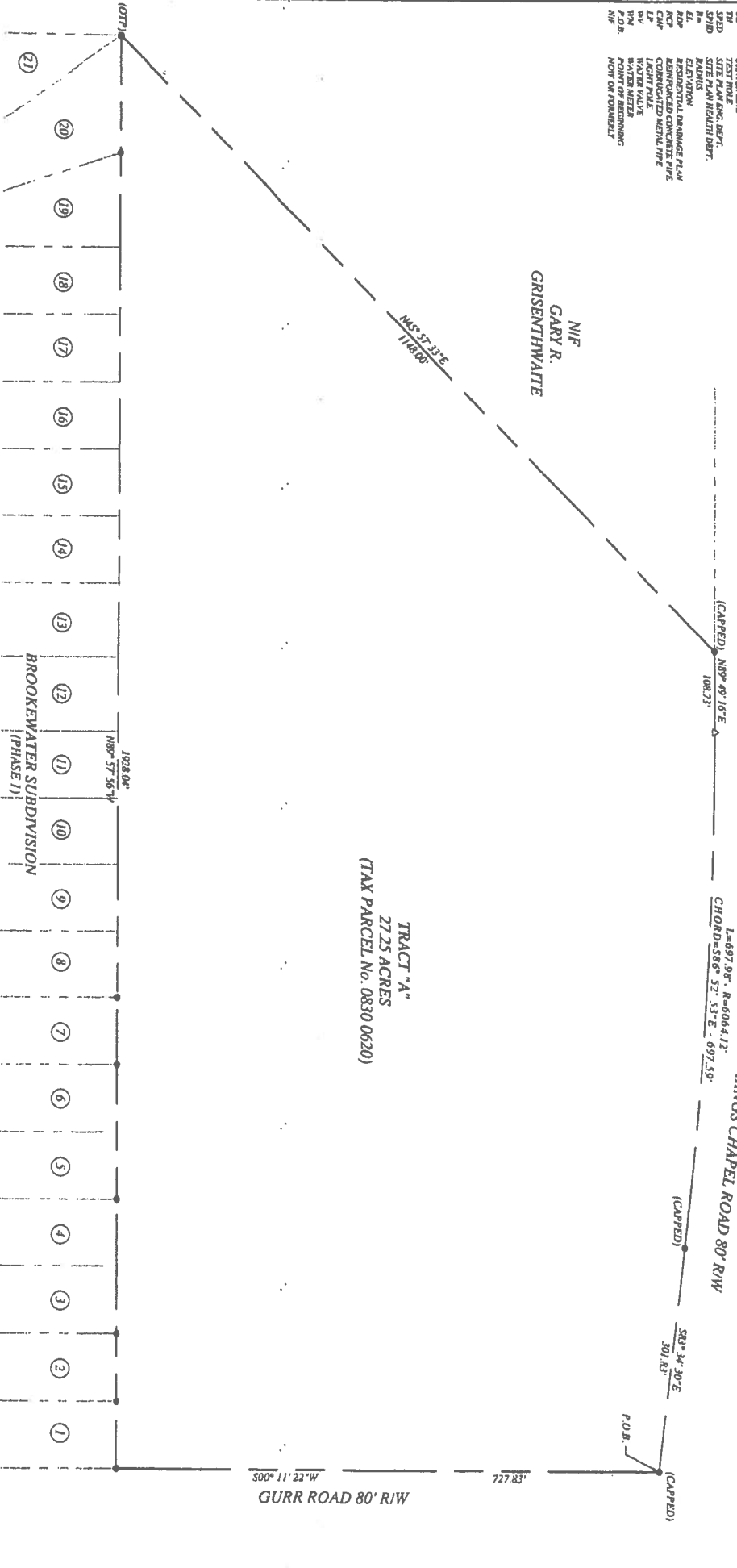


FOR THE CLERK OF SUPERIOR COURTS USE ONLY

TYPE: GEORGIA STANDARD PLAT
 Fee Amt: \$10.00 Page 1 of 1
 Housley, Ga. Clerk Superior Court
 Carolyn V. Sullivan Superior Court Clerk
 Participant ID: 8648120189
BK 83 PG 87

NIF
 GARY R. GRISENFHAWTE

TRACT "A"
 27.25 ACRES
 (TAX PARCEL No. 0830 0620)



NO.	DATE	REVISION

COUNTY: HOUSTON
 DISTRICT: 10TH
 LAND LOT: 144
 DATE: 12/21/2021
 SCALE: 1" = 100'
 JOB NO. 0623-003

SURVEY FOR:
SKI DEVELOPMENT

900 Ball Street
 Perry, Georgia 31069
 office: (478) 224-7070
 fax: (478) 224-7072
 WWW.MCLEODSURVEYING.COM

Type: GEORGIA LAND RECORDS
Recorded: 12/29/2021 4:44:00 PM
Fee Amt: \$2,444.60 Page 1 of 2
Transfer Tax: \$2,419.60
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Superior Court Clerk

Participant ID: 7491002503

BK 9514 PG 303 - 304

Return:
Robert T. Tuggle, III
Daniel, Lawson, Tuggle & Jerles, LLP
Post Office Box 89
Perry, Georgia 31069

93-13647-R

LIMITED WARRANTY DEED

**STATE OF GEORGIA
COUNTY OF HOUSTON**

THIS INDENTURE, Made the 23rd day of December, in the year two thousand twenty-one, between

CHEROKEE PECAN COMPANY, INC.

of the State of Georgia, as party of the first part, hereinafter called Grantor, and

TAFFY PROPERTIES, LLC

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

WITNESSETH THAT : Grantor, for and in consideration of the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to wit:

TRACT I

All that tract or parcel of land lying and being in Land Lot 145 of the Tenth (10th) Land District, Houston County, Georgia, containing 107.02 acres, more or less, and being known and designated as Tract "A", according to a Plat of Survey thereof made by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated December 21, 2021 and of record in Plat Book 83, Page 88, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein for all purposes.

TRACT II

All that tract or parcel of land lying and being in Land Lot 144 of the Tenth (10th) Land District, Houston County, Georgia, containing 27.25 acres, more or less, and being known and designated as Tract "A", according to a Plat of Survey thereof made by Marty A. McLeod, Georgia Registered Land Surveyor No. 2991, dated December 21, 2021 and of record in Plat Book 83, Page 87, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein for all purposes.

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

AND THE SAID GRANTOR warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under the Grantor.


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

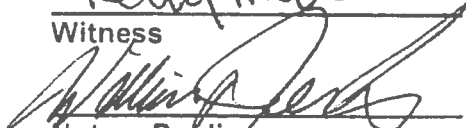
CHEROKEE PECAN COMPANY, INC.

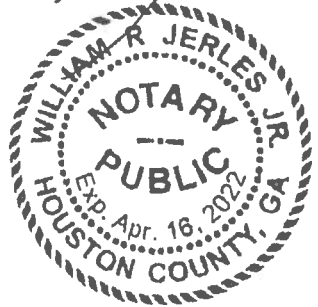
By:  (SEAL)
JAMES PARKS, II, PRESIDENT

Attest:  (SEAL)
CRISTI PARKS, SECRETARY

Signed, sealed and delivered
in the presence of:


Witness


Notary Public



Daniel, Lawson, Tuggle & Jerles, LLP
Attorneys At Law
P. O. Box 89
912 Main Street
Perry, GA 31069

PR.012122.TaffyProperties.KingsChapleRD-00083006200

Request for annexation received 01/21/22 – Agenda 2/15/2022 – 30th Day 2/20/2022

Request Received From: Perry Applicant: Chad Bryant Owner: Taffy Properties, LLC

Property Location: Gurr Road/Kings Chapel Road

Parcel ID: 000830 062000 (27.25 acres)

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

Debra Presswood – No comments or concerns listed.

Tom Hall – Comments: The property is contiguous to the Perry city limits. Annexation does not create an unincorporated island. The requested zoning is similar to the zoning of adjacent property.

Concerns: Preserve any County utilities.

Chief Stoner – Comments: None

Concerns: None

Tim Andrews – Comments: No comment.

Concerns: No concern.

James Moore – Comments: I have no objections to the Annexation/Rezoning request on this property. Was in Conservation Use Covenant but has paid the Breach penalty and was released from the covenant.

Concerns: None

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

Terry Dietsch – No comments or concerns listed.

Ronnie Heald – No comments or concerns listed.

Van Herrington – No comments or concerns listed.

Brian Jones – No comments or concerns listed.

Allen Mason – No comments or concerns listed.

Travis McLendon – Comment: Move city limits to Gurr Rd

Ken Robinson – No comments or concerns listed.

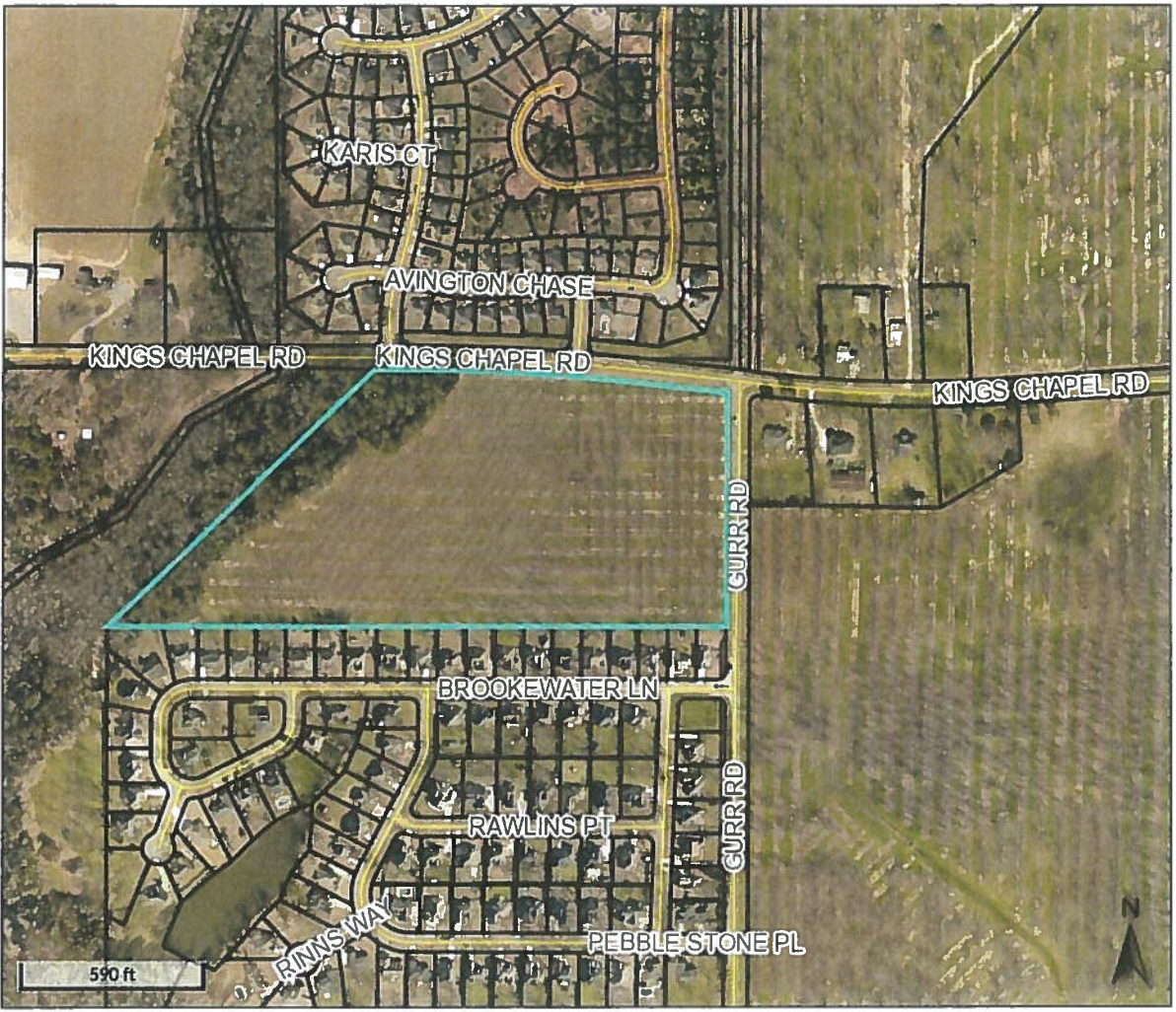
Jeff Smith – No comments or concerns listed.

Chad – No comments or concerns listed.

Sheriff Talton – No comments or concerns listed.

Alan Smith – Comments: None

Concerns: None



Overview



Legend

-  Parcels
-  Roads

Parcel ID	000830 062000	Owner	TAFFY PROPERTIES LLC	Last 2 Sales			
Class Code	Agricultural		524 S HOUSTON LAKE RD	Date	Price	Reason	Qual
Taxing District	County		WARNER ROBINS, GA 31088	12/23/2021	\$2419560	19	U
Acres	27.25	Physical Address	KINGS CHAPEL RD	1/31/2014	\$136250	04	U
		Assessed Value	Value \$310500				
		Land Value	Value \$310500				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 2/11/2022
 Last Data Uploaded: 2/11/2022 6:10:01 AM

Developed by  **Schneider**
 GEOSPATIAL

Staff recommends executing the Indication of Lighting Support with the Georgia DOT on the SR11-US41 & Lakeview Rd roundabout. Before GDOT can proceed with an actual lighting agreement they will need this indication of support showing our understanding of responsibility for energy cost and operation/maintenance after installation.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the execution of the Indication of Lighting Support document with the Georgia DOT on the SR11-US41 & Lakeview Rd roundabout whereby the County agrees to pay for the entire cost to energize the lighting system installed and to provide for the operation/maintenance.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INDICATION OF LIGHTING SUPPORT

Georgia Department of Transportation
Office of Program Delivery
600 West Peachtree Street, 25th Floor
Atlanta, Georgia 30308
ATTN: Robert Graham, P.E.

Location

Houston County supports the consideration of lighting at the location specified below.

Description: **Overhead lighting at the intersection of SR 11/US 41 and Lakeview Road**

State/County Route Numbers: **SR 11/US 41**

Project: **GDOT District 3 Project**

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the lighting is selected as the preferred concept alternative:

- The full and entire cost to energize the lighting system installed and to provide for the operation/maintenance thereof.

We agree to participate in a formal *Local Government Lighting Project Agreement* during the preliminary design phase. This indication of support is submitted and all the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This _____ day of _____, 20__

Attest:

By: _____

City/County Clerk

Title: _____

Barry Holland

From: Robbie Dunbar
Sent: Monday, January 24, 2022 11:48 AM
To: Barry Holland; Tommy Stalnaker2011
Cc: Ken Robinson
Subject: FW: SR 11 @ Lakeview Rd GDOT Lighting Project - Indication of Support



Robbie Dunbar
Director of Operations
Houston County Board of Commissioners
2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280

From: Trevorrow, Daniel J <DTrevorrow@dot.ga.gov>
Sent: Monday, January 24, 2022 11:42 AM
To: Robbie Dunbar <RDunbar@houstoncountyga.org>
Cc: Khoo, Kevin W <KKhoo@dot.ga.gov>; Liberto, Laurie <LLiberto@dot.ga.gov>
Subject: RE: SR 11 @ Lakeview Rd GDOT Lighting Project - Indication of Support

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Robbie,

This would be in addition to the bollards.

Regarding the bollards, they have been installed but the power company has not connected the power yet. I will look into this.

Thanks.

Daniel J. Trevorrow, P.E.
District Traffic Engineer



District Three – Thomaston
115 Transportation Blvd
Thomaston, GA 30286
706.646.7591 phone

From: Robbie Dunbar <RDunbar@houstoncountyga.org>
Sent: Monday, January 24, 2022 11:36 AM
To: Trevorrow, Daniel J <DTrevorrow@dot.ga.gov>
Cc: Khoo, Kevin W <KKhoo@dot.ga.gov>; Liberto, Laurie <LLiberto@dot.ga.gov>
Subject: RE: SR 11 @ Lakeview Rd GDOT Lighting Project - Indication of Support

Thanks, Daniel.

On Oct. 6, 2020, the Board of Commissioners approved a similar agreement for a lighted bollard. This has never been installed. Will the lighting project negate the need for the bollard, or will it be in addition to the bollard?



Robbie Dunbar
Director of Operations
Houston County Board of Commissioners
2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280

From: Trevorrow, Daniel J <DTrevorrow@dot.ga.gov>
Sent: Monday, January 24, 2022 11:09 AM
To: Robbie Dunbar <RDunbar@houstoncountyga.org>
Cc: Khoo, Kevin W <KKhoo@dot.ga.gov>; Liberto, Laurie <LLiberto@dot.ga.gov>
Subject: SR 11 @ Lakeview Rd GDOT Lighting Project - Indication of Support

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Robbie,

As we discussed briefly on the phone the other day, we are at the point where we would like to pursue a formal lighting agreement for the SR 11/US 41 and Lakeview Road intersection overhead lighting project, before proceeding. In order for our lighting group to send this lighting agreement however, they need indication of support for the project and understanding of responsibility for energy cost and operation/maintenance after installation.

I would like to ask for your consideration in assuming the responsibility of energy and operation/maintenance costs for this lighting. Attached is a letter of support that you could use to show support of this if you are amenable. Since this is only the initial indication of support and not the formal agreement, and since we intend on performing this work through a GDOT District Project, an email from yourself stating the same as in the attached will suffice as well.

Thank you for Houston County's continued partnership with GDOT, please feel free to call me if you would like to discuss or have questions.

Daniel J. Trevorrow, P.E.
District Traffic Engineer



District Three – Thomaston
115 Transportation Blvd
Thomaston, GA 30286
706.646.7591 phone

Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.

5

The MIS Department has obtained costs to order the equipment to build the network infrastructure for the State Court Expansion. This includes switches, phones, wireless access points, uninterruptable power supply, and patching. These quotes also include both onsite and remote installation and support. These items have a six-month lead time which will give enough time for setup configuration and testing ahead of the building completion. The total cost is \$220,937.87.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the wireless access points, licensing, UPS, power distribution units, and associated patch cables and adapters from CDW-G of Vernon Hills, IL in the amount of \$25,274.74; and the award of the phones, switches, licenses, and 1-year maintenance in the amount of \$65,594.79 and the network switches, modules, cables, and installation/support services in the amount of \$132,068.34 both from CNP Technologies of Charlotte, NC.

QUOTE



Date	Quote #
01/27/22	CNPQ84953-01

Sold To: Houston County
 James Faulkner
 200 Carl Vinson Parkway
 Warner Robins, GA 31088

Phone: 478-218-4800
Fax:

Ship To: Houston County
 James Faulkner
 200 Carl Vinson Parkway
 Warner Robins, GA 31088

Phone: 478-218-4800
Fax:

Please Note: Exhibit A is required along with this signed quote in order process your request.

Terms	Rep	P.O. Number	Ship Via
	Bill Wainscott		

Part No.	Qty	Description	Unit Price	Ext. Price
----------	-----	-------------	------------	------------

NOTES AND ASSUMPTIONS

1. COURTHOUSE EXPANSION
2. SITE WILL BE CONNECTED VIA FIBER TO HQ AND EXISTING PRIS
3. CNP WILL SHIP THE SWITCH TO THE CUSTOMER, WHO WILL RACK AND STACK IT, CONNECT IT TO POWER AND PLUG IT INTO HIS NETWORK,
4. CNP ENGINEERING WILL CONFIGURE THE SWITCH REMOTELY
5. CNP ENGINEERING WILL ALSO REMOTELY INSTALL AND CONFIGURE A VIRTUAL BACKUP SWITCH IN AN EXISTING CUSTOMER PROVIDED HYPER-V ENVIRONMENT
6. ASSUMES CUSTOMER WILL UNBOX, PLACE AND POWER ON PHONES
7. ASSUMES CUSTOMER WILL PROVIDE POE AND UPS

SWITCH AND SITE LICENSE

ST10581 v81720	1	MITEL MIVOICE SWITCH ST100A, 1U HALF-WIDTH. MAX CAPACITIES: 100 IP PHONES, 6 ANALOG EXTS, 14 SIP TRUNK, 8 LS TRKS. MADE IN USA. REQUIRES CONNECT; NOT SUPPORTED WITH ST 14 OR OLDER. USE DUAL SWITCH TRAY (SKU 10223) FOR RACK MOUNTING.	\$3,112.50	\$3,112.50
ST10223 v81720	1	RACK MOUNT TRAY KIT FOR TWO HALF-WIDTH VOICE SWITCHES. HOLDS TWO 1U HALF-WIDTH ST OR SG FAMILY VOICE SWITCHES. COMBINE WITH BRACKET KIT SKU 10224	\$110.00	\$110.00

Customer Initials _____

Part No.	Qty	Description	Unit Price	Ext. Price
		TO WALL MOUNT SG FAMILY VOICE SWITCHES. USE ONLY WALL MOUNT KIT SKU 10521 WITH ST FAMILY VOICE SWITCHES.		
ST30044 v81720	1	ADDITIONAL SITE LICENSE	\$0.00	\$0.00
VIRTUAL BACKUP SWITCH				
10012	1	MITEL MIVOICE CONNECT VIRTUAL PHONE APPLIANCE - SPARE	\$0.00	\$0.00
PHONES AND USER LICENSING				
ST50008352Cv1 00121	90	6930 IP PHONE (REQUIRES CONNECT V19.1)	\$309.75	\$27,877.50
ST30147 v81720	90	CONNECT ONSITE ESSENTIALS LICENSE BUNDLE. INCLUDES EXT+MBX, CONNECT DESKTOP AND MOBILE CLIENT, CONNECT TELEPHONY FOR MICROSOFT AND CONNECT FOR CHROME. ALSO INCLUDES WEB AND APP DIALER.	\$176.25	\$15,862.50
PROFESSIONAL SERVICES				
10003	1	MITEL MIVOICE CONNECT PROJECT PLANNING, INSTALLATION AND CONFIGURATION, CUTOVER, AND FIRST DAY LIVE REMOTE SUPPORT	\$15,420.00	\$15,420.00
MAINTENANCE				
11063	1	MITEL MIVOICE CONNECT MAINTENANCE - 1 YEAR NO PHONES - PRORATED TO 6/27/2022 THIS MAINTENANCE COVERS MITEL (FORMERLY SHORETEL) BRANDED EQUIPMENT/LICENSES ONLY. 3RD PARTY ITEMS THAT MAY BE INCLUDED ON THE QUOTE ARE NOT COVERED UNDER MITEL MAINTENANCE	\$1,212.29	\$1,212.29
Thank you for your business!			SubTotal	\$63,594.79
			Sales Tax	\$0.00
			Total	\$63,594.79

Basis For Quote

CNP has relied on customer provided information in preparation of this quote as to number of extensions, analog devices, sites, WAN bandwidth, type of licenses, number of users, etc. Any deviations from this quote required for implementation will be billable to the customer, provided Customer approves such billings in advance and in writing.

CNP provides pre-quote assessment services for a fee to determine network and telephony requirements. Please contact your sales representative to inquire about and/or schedule an on-site assessment.

Customer Initials _____

Terms and Conditions

Please see Exhibit A in regards to applicable terms and conditions.

Customer Initials _____

02/09/22 13:14:43

Page 3

System Requirements

Customer should review Mitel's Planning and Installation Guide, Release Notes and Build Notes for the specific version of the system that will be installed. Customer is responsible for ensuring their network infrastructure, servers, PCs, laptops, etc. meet Mitel's minimum requirements.

1. **Infrastructure Cabling.** Cabling reconfiguration, testing and certification is not included in above installation costs. Cabling terminations are not included. CNP will coordinate with customer's cabling vendor as required. All cabling is assumed to terminate in a single closet in each location unless otherwise noted. Customer must provide a Category 5e or better network connection to each location an IP phone will be placed.

2. **Patch Cables.** CNP will provide the patch cables specifically identified as line items in this quote. This is typically (1) orange 10' cable per networked device Mitel Voice Switch, physical server, conference bridge, etc.). One (1) purple 25' cable is also typically included per voice T1/PRI circuit interface. Each Mitel telephone comes with (1) black 6' patch cable. Any and all additional or different patch cables are the responsibility of the Customer, including those that may be required to keep phone handsets and computers in their original location or mount the Mitel equipment closer to or farther from the Ethernet switches to which they will be connected.

3. Minimum Computer Requirements. Servers, desktop computers, and laptops must meet minimum specifications for installation and use of Mitel software. Desktop troubleshooting is not included in above installation fees. These minimum requirements are documented in the Mitel Planning and Installation Guide.

4. **WAN Requirements.** A wide-area network with a minimum of 26Kbps symmetrical bandwidth for each desired call to and from each location is required to support VoIP. Total bandwidth requirements are determined by the number of simultaneous calls desired and must be established prior to installation. It is highly recommended that QoS be configured on all WANs in order to preserve audio quality in the event of bandwidth saturation. Neither CNP nor Mitel are responsible for poor audio quality resulting from poor network performance, configuration or design.

5. **WAN SLA.** A service level agreement from the WAN service provider is required that stipulates the following: <1% packet loss, latency & jitter <100ms and prioritization of voice packets over the network. Performance below these thresholds can adversely affect audio quality.

6. Virtual Private Networks. Use of Virtual Private Networking (VPN) for site to site connectivity is discouraged. This includes small office and home user installations. CNP cannot be held responsible for poor performance and/or voice quality problems attributed to the unpredictable nature of internet based VPN connectivity. Customer will be required to sign and acknowledge a VPN Waiver if electing to utilize VPN solutions with the phone system. Troubleshooting VPN related problems will incur separate charges not included on this quote. VPNs have the same bandwidth requirements as managed WANs.

7. **Routers/Switches.** Network routers and switches must be able to support prioritization of VoIP traffic. CNP is not responsible for configuration of network unless specifically included in this quote and the associated Statement of Work. IP phones require Power Over Ethernet (POE) per IEEE 802.3af specifications. Customer is responsible for providing POE to handsets unless included in this quote.

8. **Installation Services.** Installation services above do not include assembly and placement of handsets unless specifically stated on this quote and the corresponding Statement of Work.

9. **Equipment Mounting.** Mitel equipment is designed to be mounted in standard 19" racks with a minimum depth of 18". Half-width Mitel voice switches require a Mitel rack-mounting tray. This tray has key-hold slots and can also be mounted flat to a plywood board. Customer is responsible for providing sufficient and accessible rack space and/or wall space for all quoted equipment.

10. **Paging/Music On-Hold.** Integration of legacy music on-hold and paging systems will be done on a best efforts basis. Customer acknowledges that existing music on-hold and paging systems may not be able to be tested prior to cutover to Mitel system. Customer will coordinate with cabling, music on-hold and/or overhead paging vendors for requisite changes to these systems to work with Mitel system.

11. **Additional Items.** Any add-on equipment (handsets, switches, licenses, wall mount brackets etc.) will be quoted and invoiced separately.

12. **Mitel System Backups.** Customer is fully responsible for maintaining current Mitel system backups. At a minimum this should include the configuration database, but CNP highly recommends that the voicemail system and menu prompts be included as well. The call detail records can be included at customer's discretion.

Customer Initials _____

Training

1. End-User Training. If included in above quote, end-user training will be conducted in groups of at least eight (8) users and no more than ten (10) per class. Customer to provide facilities and phones for training classes. CNP will conduct the number of classes provided in the quote. Any additional training classes or one-on-one training will be billable and invoiced separately.

2. Administrator Training/Skills Transfer. CNP will provide basic administrator training/skills transfer during the installation process. Upon request, CNP can quote 4-hour and 8-hour on-site administrator training options tailored to Customer's specific needs. Additionally, CNP can quote on-line training and 4-day administrator training (Mitel certification) courses provided by Mitel for an additional fee.

Licensing Requirements

Software licenses are required for various features of the Mitel system and other related products. Customer should review the licenses quoted above to ensure that the features desired are provided for in the quantities of licenses being purchased.

Hardware / Software Maintenance

Mitel Maintenance covers Mitel (formerly ShoreTel) branded equipment and licenses only. 3rd party products that may be included in this quote are not covered under the Mitel Maintenance agreement. Mitel Maintenance begins the date the order is shipped from the manufacturer. First year maintenance for new Mitel customers expires 13 months from the first order's ship date. All maintenance for existing Mitel customers will be co-terminus with their current Mitel Maintenance agreement, if one is in place. Lapsed Mitel Maintenance is subject to a 33% reinstatement fee plus an expired period fee - combined these fees are capped at 100% of the MSRP for a 1 year term. The grace period is a max of 30 days - on day 31 the lapsed maintenance fees will apply.

Acceptance of Quote, Terms, Conditions and Requirements

Please contact me if I can be of further assistance.

Quoted By: Bill Wainscott bwainscott@cnp.net

Accepted By: _____ Date: _____

Requested Install Date: _____

Please accept this quote via the weblink if provided or sign and either email to your sales representative or fax this quote back to CNP at (704) 927-6610.

Please DO NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales tax.

Prices in this quote are only guaranteed until the quote expiration date and will expire on: 2/18/2022

Customer Initials _____

Exhibit A

CNP Technologies Terms and Conditions of Sale and Installation

The following Terms and Conditions of Sale and Installation (“Terms and Conditions”) shall apply to all transactions between customer and CNP Technologies LLC (“CNP”). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. Pricing. Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. Payment Terms. A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. Auto Renew items. There are many vendor who require renewals to be placed in an auto-renew status. Examples are Cisco and Inspeed – this may not be a complete list as vendor requirements do change. For auto-renew vendors, the customer must let CNP know a minimum of 60 days in advance of the expiration date if this is not desired. After that time period the customer will be invoiced and the invoice is non-refundable. Zix renewals are also Auto-Renewals as they are part of the contract term agreed upon on the first order. Subsequent years to fulfill that contract are non-refundable.
4. Sales & Use Tax. Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
5. Additional Charges. Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
6. Site Visits. Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
7. Limited Warranty. All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer’s sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP’s option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer’s control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP’s control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

8. **Limitation of Liability.** TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.

9. **Product Returns.** All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply.

10. **Confidentiality.** All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.

11. **Mutual Non-Solicitation of Employees.** For the term hereof and a period of two years following any termination hereof, CUSTOMER nor CNP, shall not directly or indirectly recruit, solicit or hire either's employee without prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.

12. **Miscellaneous.**

A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of Georgia. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Georgia. Customer further agrees not to contest the jurisdiction or venue of any such court.

B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.

D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.

E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.



QUOTE

Date	Quote #
01/28/22	CNPQ84905-04

Sold To: Houston County
 James Faulkner
 200 Carl Vinson Parkway
 Warner Robins, GA 31088

Phone: 478-218-4800
Fax:

Ship To: Houston County
 James Faulkner
 200 Carl Vinson Parkway
 Warner Robins, GA 31088

Phone: 478-218-4800
Fax:

Please Note: Exhibit A is required along with this signed quote in order to process your request.

Terms	Rep	P.O. Number	Ship Via
	Bill Wainscott		

Part #	Qty	Description	Unit Price	Ext. Price
	1	NOTES & ASSUMPTIONS 1) CUSTOMER REQUESTED PRODUCTS/SERVICES 2) ASSUMES ADEQUATE SYSTEM RESOURCES ARE AVAILABLE 4) CNP TO SETUP AND CONFIGURE 5) INVENTORY LEAD TIMES MAY VARY		
C9200L-48P-4 X-E	12	Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials Includes: - SOLN SUPP 8X5XNBD for 36 Months - C9200L Network Essentials, 48-port license for 36 Months - Catalyst 9200 Stack Module - C9200L Cisco DNA Essentials, 48-port Term license for 36 Months - 1KW AC Config 5 Power Supply - Secondary Power Supply - 1M Type 4 Stacking Cable	\$8,762.11	\$105,145.32
SFP-10G-SR=	4	10GBASE-SR SFP Module	\$707.35	\$2,829.40
SFP-10G-LR=	4	10GBASE-LR SFP Module	\$2,829.44	\$11,317.76
		Q# 4735940381		
CSC-STACKT 43M=	2	Cisco Stacking Network Cable - 9.84 ft Network Cable for Network Device, Switch - Stacking Cable	\$237.93	\$475.86

Customer Initials _____

Part #	Qty	Description	Unit Price	Ext. Price
		CNP PROFESSIONAL SERVICES		
	1	CNP Installation Services - Services to be performed during normal business hours	\$12,300.00	\$12,300.00
Thank you for your business!			SubTotal	\$132,068.34
			Sales Tax	\$0.00
			Total	\$132,068.34

Terms and Conditions

Please see Exhibit A in regards to applicable terms and conditions.

Acceptance of Quote, Terms and Conditions

Quoted By: Bill Wainscott

Accepted By: _____ Date: _____

Please sign and fax this quote back to CNP at (704) 927-6610.

*Please do NOT pay from this quote. CNP will send an invoice via e-mail for this quote which will include shipping and any applicable sales

Prices in this quote are only guaranteed for 10 days from the date of this quote and will expire on: 1/28/2022

Customer Initials _____

Exhibit A

CNP Technologies Terms and Conditions of Sale and Installation

The following Terms and Conditions of Sale and Installation (“Terms and Conditions”) shall apply to all transactions between customer and CNP Technologies LLC (“CNP”). Any inconsistent or additional terms or proposed modifications to these Terms and Conditions are hereby expressly rejected, unless specifically agreed to in writing by CNP.

1. Pricing. Prices are valid until the expiration date specified on the Quote and are subject to product availability. Prices for hardware and/or software do not include installation services. Installation services shall be specified in an accompanying Statement of Work which shall be signed by both customer and CNP.
2. Payment Terms. A 50% deposit is required at time of order, 40% is due at receipt of equipment, and the 10% balance is due upon installation. If a leasing company is involved, written lease approval and 50% deposit from the leasing company is due at the time of order, with the balance due upon installation.
3. Auto Renew items. There are many vendor who require renewals to be placed in an auto-renew status. Examples are Cisco and Inspeed – this may not be a complete list as vendor requirements do change. For auto-renew vendors, the customer must let CNP know a minimum of 60 days in advance of the expiration date if this is not desired. After that time period the customer will be invoiced and the invoice is non-refundable. Zix renewals are also Auto-Renewals as they are part of the contract term agreed upon on the first order. Subsequent years to fulfill that contract are non-refundable.
4. Sales & Use Tax. Sales Tax quoted above is an estimate. Actual Sales Tax will be billed on final invoice if shipping to NC, GA, FL, SC, TX, VA, PA, CT, NJ, TN or WV. If shipping or installing in any other out of state location, customer is responsible for paying any Sales & Use tax in that state.
5. Additional Charges. Shipping charges are not included on the Quote and actual charges will be billed to customer on final invoice. Travel and living expenses are also not included on the Quote, and actual charges will be billed to customer on final invoice.
6. Site Visits. Quotes are subject to verification of site conditions, including technical review, network assessment and review of existing cabling.
7. Limited Warranty. All warranties with respect to products provided by CNP shall be limited to their respective warranties of the manufacturers thereof, which CNP may be permitted to pass on to customer. With respect to installation services provided by CNP pursuant to a Statement of Work, such services shall be performed in a good and workmanlike manner. Customer’s sole remedy for breach of this Limited Warranty shall be repair, replacement or refund of the purchase price paid, at CNP’s option. CNP shall not be liable under this Limited Warranty for any of the following:
 - Failure to follow installation, operation or maintenance instructions;
 - Unauthorized product modification or alteration;
 - Unauthorized use of common carrier communication services accessed through the products;
 - Abuse, misuse, negligent acts or omissions of customer or persons under customer’s control; or
 - Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other causes beyond CNP’s control.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Customer acknowledges and agrees that it is the Customer's responsibility (i) to implement appropriate procedures to protect and safeguard its programs and data from being destroyed through operator error, equipment malfunction, or otherwise, (ii) to insure the its ability to recreate programs and data as necessary, and (iii) to remove all programs and data from the equipment being serviced prior to the performance of such service. CNP does not warrant that the operation of any data network or telecommunications systems will not be interrupted. Customer agrees to release CNP and hold CNP harmless from any claims of loss or damage to Customer's electronic media, data process, or current systems of network connection.

8. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, CNP HEREBY EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS AND/OR SERVICES PROVIDED BY CNP, EVEN IF CNP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CNP'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO CNP BY CUSTOMER HEREUNDER.

9. Product Returns. All product returns must be pre-approved by CNP and returned within 15 days of purchase. Products to be returned must be un-opened and in the original packing. Restocking fees may apply.

10. Confidentiality. All prices, recommendations and configurations provided by CNP are provided as a courtesy to customer and shall be deemed confidential. Customer shall not disclose such information to third parties without the prior written consent of CNP.

11. Mutual Non-Solicitation of Employees. For the term hereof and a period of two years following any termination hereof, CUSTOMER nor CNP, shall not directly or indirectly recruit, solicit not hire either's employee without prior written approval. CUSTOMER acknowledges that CNP employees are under non-competition and non-solicitation agreements with CNP that prohibit them from providing services to CUSTOMER other than on behalf of CNP.

12. Miscellaneous.

A. All sales subject to these Terms and Conditions shall be governed by the laws of the State of Georgia. Customer agrees that all disputes that cannot be resolved amicably shall be brought in any state or federal court located in Georgia. Customer further agrees not to contest the jurisdiction or venue of any such court.

B. If any provision hereof is deemed by a court or competent authority as being unenforceable or illegal, such provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions hereof shall not be affected. If any illegal or unenforceable provisions would be legal or enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

C. Customer shall pay CNP's costs and expenses (including attorneys' fees and expenses) should it become necessary to take action to collect amounts past due.

D. CNP shall not be liable for delays in performance when caused by circumstances beyond its reasonable control, including acts of third parties, acts of God, accident, fire, lightning, power surges or outages.

E. These Terms and Conditions, along with any Quote and Statement of Work executed by the parties, constitute the entire agreement with respect to the subject matter hereof and supersede all prior understandings, writings, commitments or representations.

! **Shipping Delays:** Due to global supply chain constraints, delivery on some items may be delayed. [Learn More](#)



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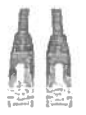

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Email Cart

ADD ITEM TO CART

Enter CDW# or MFG#

Add

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 <p>Extreme Networks ExtremeWireless AP410C - wireless access point</p> <p>MFG Part: AP410C-FCC CDW Part: 6491021 UNSPSC: 43222640</p>	<p>Item Backordered</p> <p>This item will ship once it is in stock.</p>	<p>\$623.60</p> <p>Sourcwell 081419-CDW Tech Catalog</p>	<p>22</p>	<p>\$13,719.20</p>
 <p>Extreme Networks ExtremeCloud IQ Pilot - subscription license (5 years) + 5</p> <p>MFG Part: XIQ-PIL-S-C-EW-5YR CDW Part: 6466073 UNSPSC:</p>	<p>In Stock</p>	<p>\$251.40</p> <p>Sourcwell 081419-CDW Tech Catalog - Software</p>	<p>22</p>	<p>\$5,530.80</p>
 <p>Tripp Lite Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) Blue, 10'</p> <p>MFG Part: N201-010-BL CDW Part: 415022 UNSPSC: 26121609</p>	<p>In Stock</p> <p>Estimated delivery by Wednesday, January 5</p>	<p>\$6.93</p> <p>Sourcwell 081419-CDW Tech Catalog</p>	<p>50</p>	<p>\$346.50</p>
 <p>Tripp Lite 1' Cat6 Gigabit Snagless Molded Patch Cable RJ45 M/M Blue 1ft</p> <p>MFG Part: N201-001-BL</p>	<p>In Stock</p> <p>Get it Thursday, December 23 if ordered within 1 hrs 8 mins.</p>	<p>\$3.46</p> <p>Sourcwell 081419-CDW Tech Catalog</p>	<p>500</p>	<p>\$1,730.00</p>

Order Summary

Subtotal: **\$25,274.74**

Tax and Shipping calculated at checkout.

Lease Option Pricing ?
\$683.68 / Month

Checkout

Quote



CDW Part: 1369056
UNSPSC: 26121609



Tripp Lite Cat6 Gigabit Snagless Molded Patch Cable (RJ45 M/M) Blue, 15'

MFG Part: N201-015-BL
CDW Part: 2758178
UNSPSC: 26121609

In Stock
Estimated delivery by
Thursday, December 30

\$8.67
Sourcewell 081419-CDW
Tech Catalog

20

\$173.40



Eaton ePDU Basic - power distribution unit

MFG Part: EPBZ79
CDW Part: 2767952
UNSPSC:

In Stock
Get it **Friday, December 24**

\$193.63
State of Georgia
Peripherals

2

\$387.26



Eaton 9PX 9PX3K3UN - UPS - 3000 Watt - 3000 VA

MFG Part: 9PX3K3UN
CDW Part: 4214624
UNSPSC:

4-6 Days
Orders placed today will ship
within 4-6 days

\$3,127.51
State of Georgia
Peripherals

1

\$3,127.51



Tripp Lite Heavy Duty Power Extension Cord Adapter 15A 14AWG C14 to C13 6'

MFG Part: P005-006
CDW Part: 1740986
UNSPSC: 26121600

In Stock
Get it **Thursday, December 23** if ordered within 1 hrs 8 mins.

\$8.67
Sourcewell 081419-CDW
Tech Catalog

16

\$138.72



Tripp Lite Computer Power Cord Adapter 10A 125V NEMA 5-15R to C14 Black

MFG Part: P002-000
CDW Part: 5337182
UNSPSC: 26121600

In Stock
Get it **Thursday, December 23** if ordered within 1 hrs 8 mins.

\$7.80
Sourcewell 081419-CDW
Tech Catalog

10

\$78.00



Tripp Lite Computer Power Extension Cord Adapter 13A 16AWG C14 to C13 4ft

MFG Part: P004-004-13A
CDW Part: 3133687
UNSPSC: 26121600

In Stock
Orders placed today ship
tomorrow by a CDW partner

\$8.67
Sourcewell 081419-CDW
Tech Catalog

5

\$43.35

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6

Kentavius Morgan has applied for a waiver to the limitation of three dogs and three cats as per County Ordinance. Mr. Morgan is requesting permission to keep six dogs as pets at his residence at 302 Wellington Way. This matter came to Animal Control's attention after a neighbor filed a complaint with the Georgia Department of Agriculture Companion Animal/Equine Division alleging that Mr. Morgan was illegally breeding and selling dogs from the home. Mr. Morgan has indicated that he wants to pursue his Pet Dealer license through the State so that he could continue his breeding operation. Since he is in violation of local ordinance the State will not consider issuing a Pet Dealer license until he is compliant with the local ordinances. Our local process would require not only the waiver for animal limitations, but also a special exception and business license for the breeding operation.

Mr. Morgan has made proper application for a waiver to animal limitations to the County and a sign containing information as to the proposed waiver along with the date and time of the public hearing was posted on the property 15 days prior to this meeting. According to Section 10-20 of the Unified Animal Control Ordinance the Board has 30 days after the public hearing to render approval or denial of this application.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

an application for waiver to animal limitations submitted by Kentavius Morgan of 302 Wellington Way in Warner Robins.

Houston County



Animal Control

200 Carl Vinson Pkwy <> Warner Robins 31088
Office 478.542.2033 / 186 Woodard Road

EMAIL hcac@houstoncountyga.org
Fax 478.987.6725

APPLICATION FOR WAIVER TO ANIMAL LIMITATIONS

The undersigned owner(s) of the following property hereby requests a waiver to the limitation of three dogs and three cats as required in **Section 10-19** of the Houston County Code of Ordinances. (Please provide the supporting information below.)

- Name of Applicant Kentavious Morgan Phone 478-319-9510
- Applicant's physical address 302 Wellington Way Warner Robins, GA 31093
- Applicant's mailing address (If different than above) _____
- Applicant's email address kentaviousmorgan@gmail.com
- Existing Use and Zoning District Residential - R-1
- Are you the owner of the physical property listed above? If not, please attach a written and notarized authorization from the owner of the property to file this application.
(Without this completed, this waiver request is invalid.)
- Please attach a surveyed plat of the property and easements.
- Please describe the reason for a requested waiver: We currently have 6 dogs, 3 of which cannot be re-homed due to age. We are requesting approval for the waiver so that we can obtain a kennel license and breed
- Please list any exceptional or extraordinary circumstances existing such that a waiver should be granted: All of the dogs that I own are registered with a kennel club and have all vaccinations and have regular vet check-ups. I am financially able to take care of multiple dogs and have 20 plus years of experience in the care and breeding of dogs.
- Will this waiver confer upon the applicant any special privileges that are denied to others?
NO
- Please describe a special use or need to house animals in greater numbers than provided by **Section 10-19** of the Code of Ordinances.
We would like to be able to house more dogs in addition to the code so that we can continue to produce exceptional quality breedings and maintain the care of our older dogs that can't be re-homed.

The applicant hereby certifies that no false or fraudulent statement is made herein to procure the waiver requested above.

Kentavious Morgan
Applicant's Name (Please Print)

[Signature]
Applicant's Signature Date

NOTE: An application fee of \$100 dollars shall accompany this application. The applicant's property will be posted identifying the date of the public hearing. Applicant should be present in order to address concerns of the Commissioners or general public.

OWNER'S AFFIDAVIT & DEDICATION
 THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGES THIS PLAN AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAN AS STREETS, ALLEYS, EASEMENTS, OR PASSES.
 DATE: 11-16-89
 DRIVER'S SIGNATURE: *Carly M. Scarborough*

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER
 I certify that the owner, or his agent, has completed the construction and installation of the streets, drainage, utilities, and other improvements in accordance with the Regulations of Houston County, Georgia; or has posted a performance bond or cashier's check to insure completion as required by County Engineer.

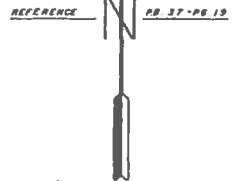
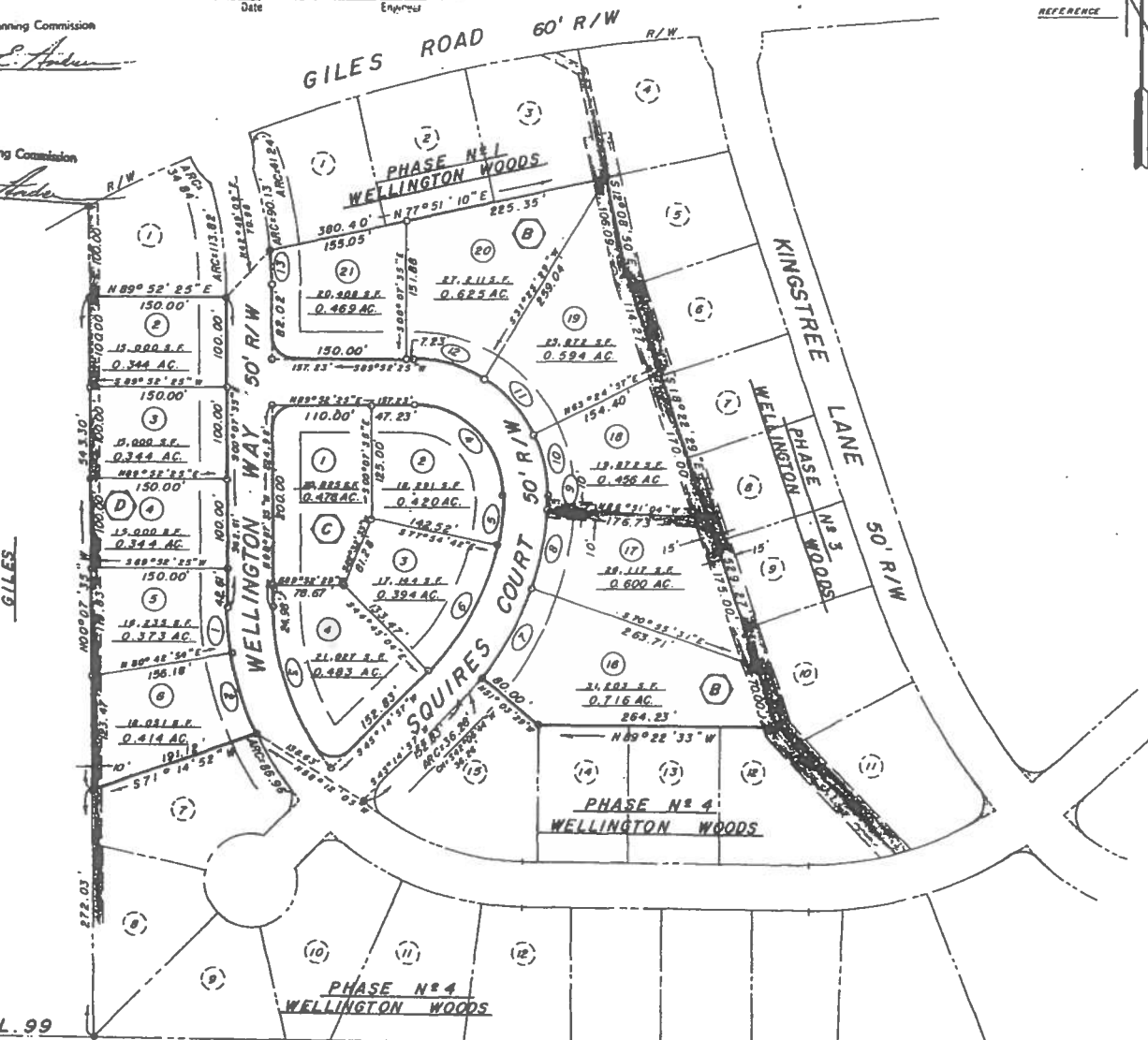
I certify that the general lot layout shown on this plat has been approved by the Houston County Health Department. This approval is given on the basis of the individual lot layout and does not constitute an approval for each lot prior to its construction.
 Environmental Health Specialist
 Houston County Health Department
 Dated: 12-1-89

FILED
 HOUSTON COUNTY
 1990 JUN 14 AM 11:12
 CLERK SUPERIOR COURT

CURVILINEAR LOT DATA				
LINE	ARC	RADIUS	CHORD	BEARINGS
1	52.58'	328.96'	52.53'	S04°42'21"E
2	91.64'	328.96'	91.35'	S17°15'57"E
3	192.23'	278.96'	188.45'	N19°52'04"W
4	155.81'	98.37'	140.03'	S44°45'04"E
5	55.94'	279.60'	55.85'	S06°21'23"W
6	161.82'	279.60'	159.57'	S28°40'07"W
7	114.29'	329.60'	113.72'	N29°00'29"E
8	91.61'	329.60'	91.32'	N11°06'42"E
9	14.52'	329.60'	14.52'	N01°53'17"E
10	70.46'	148.37'	69.80'	N12°58'46"W
11	82.84'	148.37'	81.77'	N42°34'47"W
12	81.70'	148.37'	80.68'	N74°21'04"W
13	37.62'	430.35'	37.61'	N02°37'50"W

Approved: 12-1-89
 Houston County Planning Commission
 Secretary: *Carly M. Scarborough*

Approved: 6/11/90
 Houston County Planning Commission
 Secretary: *Carly M. Scarborough*



NOTES

- 1 ALL LOT LINES ARE PERPENDICULAR TO STREET LINES UNLESS OTHERWISE SHOWN
- 2 ALL EASEMENTS SHOWN ARE DRAINAGE AND UTILITY EASEMENTS UNLESS OTHERWISE SHOWN
- 3 THERE IS NO AVAILABLE SANITARY SEWER WITHIN 500 FT OF THIS SUBDIVISION.
- 4 25 FT RADIUS ON ALL STREET CORNERS.
- 5 30 FT. BUILDING SET BACK LINE ON ALL LOTS.
- 6 8.539 ACRES IN THIS PHASE OF DEVELOPMENT

LEGEND:

- 1. ● IRON PIN FOUND.
- 2. ○ IRON PIN SET.
- 3. (3) LOT NUMBER.
- 4. (6) CURVILINEAR LINE DESIGNATOR.
- 5. (C) BLOCK DESIGNATOR.

Doc ID: 00892180001 Type: PLA
 Filed: 06/14/1990 at 11:12:00 AM
 Fee Amt: Page 1 of 1
 Houston, Ga. Clerk Superior Court
 Carolyn V. Sullivan Clerk
 BK 39 PG 9

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 22,822 FEET AND AN ANGULAR PRECISION OF .33" PER ANGLE POINT AND WAS ADJUSTED USING SOFTBALL METHOD.

EQUIPMENT USED FOR MEASUREMENT:
 ANIMAR LIETZ SET 4

THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 204,429 FEET.

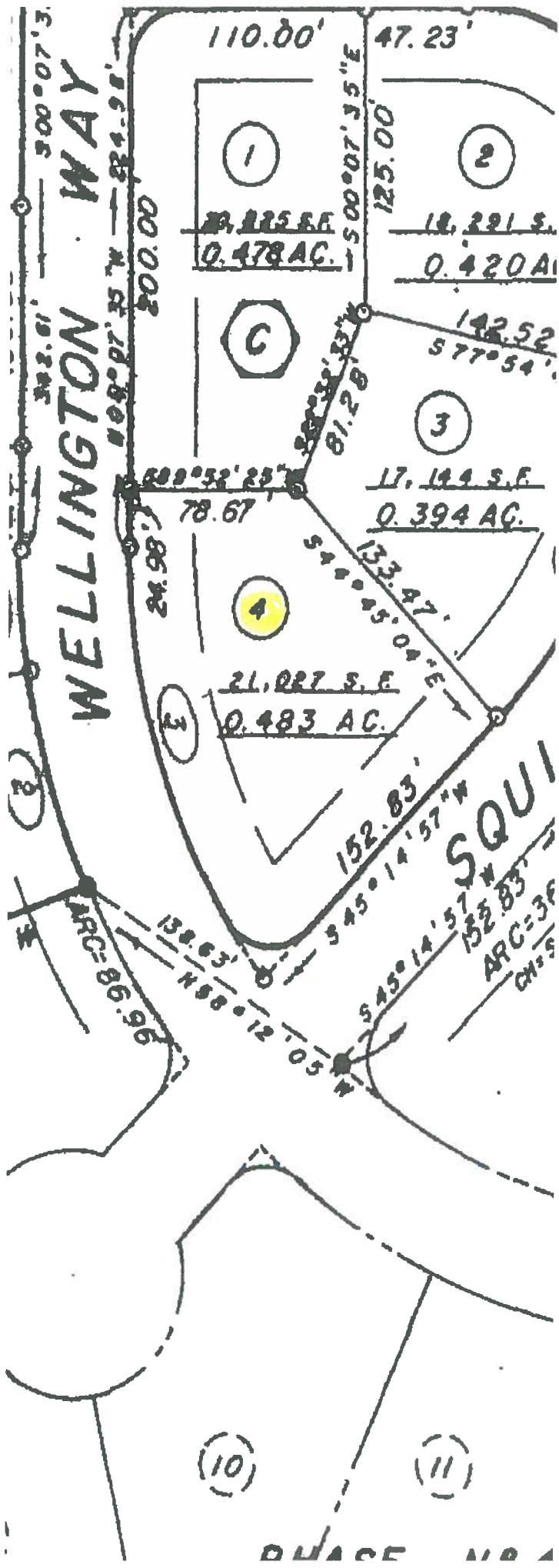
REVISED, JUNE 1, 1990 TO CHANGE ARC DISTANCE ON CURVILINEAR LINE NR 2

L.L. 99
 L.L. 98

In any opinion this plat is a correct representation of the land plotted and has been prepared in conformity with the minimum standards and requirements of law.
Carly M. Scarborough



SUBDIVISION
PHASE No. 5
WELLINGTON WOODS
 IN LAND LOT 99 FIFTH DISTRICT
 HOUSTON COUNTY, GEORGIA
 SCALE: 1" = 100' NOVEMBER 15, 1989
SCARBOROUGH LAND SURVEYS
 P.O. BOX 6165 WARMER ROBINS, GA. 953-1491





Georgia Department of Agriculture Companion Animal/Equine Division

19 Martin Luther King Jr. Dr. SW, Rm. 122 Atlanta, Georgia 30334

Phone: 1-404-656-4914

Website: <http://agr.georgia.gov/>

Gary W. Black
Commissioner

Inspection ID **90441**

Animal Protection Inspection Report

Inspection ID	Inspection Reason	Inspection Date	Inspection Start Time	Inspection End Time	Inspector Name
90441	CONSUMER COMPLAINT	1/19/2022	10:50 AM	11:40 AM	Robin Flory

EST NO	EST NAME	Type	License No	
118000	KENTAVIUS MORGAN	UNLICENSED AP		
Physical Address	Physical City	Physical State	Physical Zip Code	County
302 Wellington Way	Warner Robins	GA	31093	HOUSTON

Requirements Details

Premises	Current License Displayed	Housekeeping	Lighting	Adequate Temperature Control	Adequate Ventilation	Fire Extinguishing Device				
	N/A	Pass	Pass	Pass	Pass	Pass				
Enclosures	Space Requirement	Interior Surface	Structural Strength	Shelter / Elements	Drainage					
	Pass	Pass	Pass	Pass	Pass					
Performance	Record Keeping	Storage	Pest Control	Sanitation	Waste Disposal					
	N/A	Pass	Pass	Pass	Pass					
Animal Care	Class Separation	Adequate Food	Adequate Water	Selling or Adopting Injured or Diseased or Abnormal Animals	Minimum Age	Tethering	Euthanasia	Humane Care	Negative Coggins	Evacuation Plan
	Pass	Pass	Pass	N/A	N/A	N/A	N/A	Pass	N/A	N/A

Companion Animal Details

Approximate Number of Animals	Number of Stall/Enclosure	Number of Breeding Animals	Number of Monthly Bird Inventory
7			

Follow Up Status Information

Follow Up Date	Follow Up Reason	Follow Up Duration	Animal Types
	N/A		

Follow Up Notes

Action Information

Quarantine Issued	SS (Stop Sale)	SU (Stop Use)	SM (Stop Movement)	Quarantine Issue Date
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Disease type

--



Georgia Department of Agriculture Companion Animal/Equine Division

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Phone: 1-404-656-4914

Website: <http://agr.georgia.gov/>

Gary W. Black
Commissioner

Inspection ID **90441**

Complaint Unfounded	Complaint Resolved	Complaint Resolved Date	Complaint Reference Number
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1/19/2022	258464674594

Action Notes

Once owners have come into compliance with their local ordinance regarding the number limit of animals, they will follow up with the GDA to pursue a pet dealer license. Complaint is closed.

Violation Information

Inspection Comments

Received a complaint into the Atlanta office via the online submission stating the following:

"Hello, I believe my neighbor is breeding and selling dogs illegally. I searched his name in the licensing database and he doesn't seem to be licensed but he is definitely selling and breeding more than one litter per 12 months. He has 4 kennels with at least two dogs each and he has stated he has at least 10 dogs total. The dogs are in the kennels 24/7 and don't get let out. It reeks like fecal matter and the dogs will bark constantly for 2+ hours at a time. I feel so bad for the dogs and they deserve to live a better life than being locked up, bred over and over again and living in their own filth. Please let me know how I can further assist in the investigation."

I am accompanied today by Houston County ACO Jevari Rumph. Upon arrival to Mr. Morgan's residence, I am greeted at the front door by his wife, Candy, who states that Mr. Morgan should be home in a few minutes. She agrees to allow ACO Rumph and myself into the backyard to view the kennels and dogs. The backyard is surrounded by a wooden privacy fence which is in good state of repair. The backyard is clean and free of debris accumulation. There are 2 kennel buildings and 1 set of attached kennels in the backyard. Each building contains 2 indoor/outdoor runs and he double kennel contains 2 outdoor runs with a tented roof. Each run houses 1 dog. There are currently 6 adult dogs (4 females, 2 males) and 1 puppy 11wks old. This was a single puppy from an accidental litter last year according to Mr. Morgan, who arrived on scene shortly after entering the backyard with Ms. Morgan. There was no odor coming the property upon initial arrival and no odor emanating from the backyard upon entering the kennel area. Two of the dogs did bark upon seeing us enter the backyard but stopped barking upon command from Ms. Morgan. There was no barking at all during the rest of inspection.

Mr. Morgan states that he moved to this property in 2017 and the 6 dogs he has currently are dogs he has had for several years and are older dogs. He has no dogs pregnant at this time. He states that he co-owns multiple dogs across the United States. He states that 1 of his current dogs has already been spayed. He states that all of his dogs are up to date on vaccinations including rabies and that his vet knows him well and is located in Cordele. The dogs appear to be healthy and in good body condition upon inspection today. The puppy is observed playful and also in good body condition.

The runs are clean for the most part, with the exception of the run with the puppy. Mr. Morgan states that the puppy is allowed to free feed throughout the day and requires constant clean up as opposed to the adult dogs which are only fed in the evening which leaves their runs much cleaner. The indoor portion of the dog runs is heated. The walls are ceramic tile for easy cleaning. There are also shavings on the floor. The outdoor portion of the dog runs is chain-link. The runs are raised off the ground (see photographs) slightly on a wooden platform. There are large fans affixed to the top of each run for added comfort in the summer time. The double chain-link kennel is also on set on a raised wooden platform with an igloo style doghouse in both runs. All of the kennels are in good state of repair.

Clean water is provided to all dogs.

Mr. Morgan states that he picks up all of the solid fecal material multiple times daily and places it in a trashcan with a lid. He has built trough-style drains onto the sides of his kennels to allow for runoff during cleaning. He states the he bleaches down his kennels daily during cleaning. I see no fecal buildup/runoff upon brief inspection today.



Gary W. Black
Commissioner

Georgia Department of Agriculture Companion Animal/Equine Division

19 Martin Luther King Jr. Dr. SW, Rm. 122 Atlanta, Georgia 30334

Phone: 1-404-656-4914

Website: <http://agr.georgia.gov/>

Inspection ID **90441**

Mr. Morgan states that his dogs are let out into the backyard everyday to exercise. He also states that he and his wife take them for walks around neighborhood periodically. He states that while his dogs will bark at someone passing by the fence or if they hear another dog barking, they never bark longer than a few minutes at a time. The dogs were not barking during inspection today.

Mr. Morgan stated that he would be interested in acquiring a PET DEALER license so that he could breed in the future if he chooses to do so. ACO Rumph explained the county ordinance of 3 dogs/3cats and that Mr. Morgan would need to apply for and be approved for a business license and special exemption permit since he was currently noncompliant with the local ordinance. Mr. Morgan stated that his dogs were older and he was unwilling to "get rid" of them and that they were pets and part of his family. He stated that he would apply for the exemption so that he could keep his dogs. The filing process was explained to Mr. and Ms. Morgan today. I further explained that once they are in compliance with the County they can apply for their GDA license. I briefly explained the licensing process to them but instructed them to call me once they are ready to apply for their PET DEALER license and I would help them through the process.

No violations issued today. It does not appear a stop order is necessary at this time due to no pregnant dogs and no litters of puppies for sale or being sold.

Copy of this report sent to kentaviousmorgan@gmail.com and hcac@houstoncountyga.org as well as GDA field supervisor Tammie Cowart. A copy of the rules and regulations also sent to Mr. and Ms. Morgan. Complaint is closed.

Sec. 10-19. - Number of dogs and cats per residential lot.

It shall be unlawful for there to be more than three dogs and three cats on any residential lot subject to the following exceptions:

- (1) Pet owners in compliance with any prior ordinance limiting the number of dogs and cats shall be allowed to continue to keep said number of animals.
- (2) A litter of puppies or kittens will be permitted to remain on property for a period of 12 weeks after their birth.
- (3) Limitation does not apply to residential lots of five (5) or more acres or for lots zoned Residential Agricultural (R-AG).
- (4) Limitation does not apply to licensed foster home operators, breeders or other individuals who have been granted a waiver by the (board of commissioners / mayor and council) consistent with the procedures and criteria outlined in section 10-20.

(Res. of 6-7-05)

Sec. 10-20. - Waiver to animal limitations.

- (a) Upon application to and approval by the Houston County Board of Commissioners, a citizen may keep animals in greater numbers than provided in section 10-19 of this chapter, provided that the board of commissioners find that:
 - (1) There are exceptional and extraordinary circumstances existing such that a waiver should be granted;
 - (2) Granting the waiver would not confer upon the applicant any special privileges that are denied to others;
 - (3) The wavier will not be injurious to the neighborhood or to the general welfare of the neighborhood; and
 - (4) The applicant can demonstrate a special use or need to house animals in greater numbers than provided in section 10-19. This item shall be deemed to include, but not be limited to, participation in a licensed animal rescue organization (licensed in State of Georgia), use of animals for therapeutic or other purposes, emergency care of pets owned by other persons, or other circumstances which are specified in the application for waiver.
- (b) The person making application for such a wavier shall submit, with his/her application a fee of \$100.00. A sign containing information as to the proposed waiver, and the date and time at which the application will be considered by the board of commissioners shall be posted in a conspicuous location on the property not less than 15 days prior to the date of the public hearing.
- (c) The application shall be sent to the board of commissioners for review, public hearing and approval/denial thereof. The board of commissioners shall have 30 days in which to make a decision.
- (d) Any waiver approved by the board of commissioners may be revoked upon the applicant being found

in violation of the nuisance provisions of this article.

- (e) The waiver shall be renewed on an annual basis. At the time of renewal of a waiver an animal control officer shall verify that the owner is continuing to comply with provisions of this article section. Failure to be in compliance shall cause the animal control officer to bring violations to the board of commissioners.

(Res. of 6-7-05; Amd. of 6-20-17)

In late September Governor Kemp announced a Public Safety Officials and First Responders State Supplement Grant using funding from the American Rescue Plan Act. This program was established in recognition of the sacrifice and dedication that public safety officers and first responders have shown in serving the citizens of Georgia and their communities during the COVID-19 pandemic. The grant provides a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders and a \$300 supplement for all active volunteer firefighters in Georgia. The funds are passed through the State of Georgia down to local governments.

Those eligible for the one-time supplement according to the State's criteria are certified employees who actively served full-time as public safety officers or first responders during the month of August 2021 in a position which requires active certification as a law enforcement officer, corrections officer, juvenile corrections officer, jail officer, probation officer, parole officer, communications officer, firefighter, or emergency medical services worker by the Georgia Peace Officer Standards and Training Council (POST), Georgia Firefighter Standards and Training Council (GFSTC), or Department of Public Health (DPH).

We have applied for and received the State funds for all eligible County employees and will distribute through payroll for all full-time employees the pay period ending February 20th. Volunteer firefighters will receive a separate check during that same pay cycle. Although applied for, Houston EMS funds have not been approved or received from the State as of yet. Once State funds are deposited in the County's account, one check will be issued to Houston Healthcare for distribution to their EMS employees.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the disbursement of \$1,000 per eligible full-time employee and \$300 per eligible volunteer firefighter from the Public Safety Officials and First Responders State Supplement Grant funds received from the State of Georgia passed through from federal American Rescue Plan Act (ARPA) funds. Volunteer firefighters will receive their \$300 one-time supplement by check and full-time employees will receive their \$1,000 (less the applicable Federal and State taxes as required by law) through the County's payroll system for the pay period ending February 20, 2022. Once State funds are received in the County's account, they will be distributed by one check to Houston Medical Center for disbursement to EMS employees.

Chief Stoner is requesting permission to apply for a Georgia Firefighter Standards and Training Council (GFSTC) Fireworks Grant in the amount of \$19,540 to replace old or obsolete hose and nozzles on three of the County's older trucks. This grant requires a ten percent match, or \$1,954, from the County. If awarded the grant, GFSTC will send a check for \$17,586 prior to the ordering of the equipment. Staff recommends approval of this request.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker and Chief Stoner signing all applicable grant application documents to apply for the GFSTC 2022 Fireworks Tax Grant for \$19,540. Houston County will be required to match 10% of this amount, or \$1,954.

Memo



To: Robbie Dunbar, Director of Operations
From: Christopher R. Stoner, Chief *CRS*
cc: Barry Holland, Director of Administration
Date: February 9, 2022
Re: GFSTC Fireworks Grant 2022

Houston County Fire Department is requesting permission to apply for the Georgia Firefighter Standards and Training Council Fireworks Grant for 2022. This grant is part of the State's effort to ensure fire departments have compliant equipment and allows for awards up to \$24,000. The purpose of our application would be to replace old or obsolete hose and nozzles on three of our older fire trucks.

If awarded, the grant has a 10% cash match requirement. The equipment quotes we have received and are requesting total \$19,540.00. Houston County's portion would be \$1,954.00. I have attached the quotes and spreadsheet for reference.

Once awarded the grant, GFSTC will send a check for the awarded amount to us prior to purchasing any items. Once the purchase is complete, we would be required to send documentation to GFSTC to close out the process.

Thank you for your consideration of this request.



Houston County Fire Department

102 Chief Williams Drive

Kathleen, GA 31047

Headquarters (478) 542-2040 Fax: (478) 328-0618

Email: hcfid@houstoncountygga.org

Chief: Christopher R. Stoner

Assistant Chief: David E. Newmian

Chief Investigator: William R. Smith

GFSTC Fireworks Grant 2022

Section A: (NAFECO)				
	Description	Quan	Unit Price	Total
1	50' x 1.75" Key ECO-10 Fire Hose (Red)	25	\$134.00	\$3,350.00
2	50' x 1.75" Key ECO-10 Fire Hose (Orange)	25	\$134.00	\$3,350.00
Section A Total:			\$6,700.00	

Section B: (Municipal)				
	Description	Quan	Unit Price	Total
1	Akron 1720 Turbojet Nozzle 1.5" (75 PSI)	4	\$630.00	\$2,520.00
2	Akron 4863 Assault Nozzle 1.5" (150 GPM @ 75 PSI)	8	\$510.00	\$4,080.00
3	Akron 4826 Assault Nozzle 2.5" (250 GPM @ 75 PSI)	8	\$660.00	\$5,280.00
4	Akron 0792 Foam Tube	4	\$240.00	\$960.00
Section B Total:			\$12,840.00	

Fire Equipment Total:			\$19,540.00
------------------------------	--	--	--------------------



MUNICIPAL EQUIPMENT -
 FLORIDA
 408 BIF COURT
 ORLANDO, FL 32809
 PHONE (800) 228-8448

			Quote
Entered Date	Taken By	Customer #	Order #
2/3/22	JE01	8313	428591-00
PO #		Requested Ship Date	Page #
		2/3/22	1



Bill To
 HOUSTON CO FIRE DEPT/EMA
 ATTN: CHIEF STONER
 102 CHIEF WILLIAMS DRIVE
 KATHLEEN, GA 31047

Ship To
 HOUSTON COUNTY FIRE/EMA
 ATTN: CHIEF STONER
 102 CHIEF WILLIAMS DRIVE
 KATHLEEN, GA 31047

Correspondence To
 MUNICIPAL EQUIPMENT CO, LLC
 408 BIF COURT
 EMAIL: SALES@MECOFIRE.COM
 PHONE (800) 228-8448
 ORLANDO, FL 32809

Instructions

Ship Point	Via	Shipped	Terms
MUNICIPAL EQUIPMENT - FLORIDA			NET 30 DAYS

Notes
 FREIGHT INCLUDED. QUOTE EXPIRES 8/15/22

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	1720 AKRON 1.5" TURBOJET NOZZLE WITH PISTOL GRIP 75 PSI	00000	4.00	4.00	each	630.00	each	2,520.00
2	4863 AKRON MID-RANGE ASSAULT Nozzle w Spinning Teeth 1.5" INLET WITH PISTOL GRIP 150GPM 75PSI	00000	8.00	8.00	each	510.00	each	4,080.00
3	4826 AKRON 2.5" High Range ASSAULT W SPINNING TEETH 2.5" INLET WITH PISTOL GRIP 250 GPM 75PSI	00000	8.00	8.00	each	660.00	each	5,280.00
4	792 AKRON QUICK-ATTACK FOAM TUBE	00000	4.00	4.00	each	240.00	each	960.00
4	Lines Total		Total Order Quantity	24.00			Subtotal	12,840.00
							Taxes	0.00
							Total	12,840.00

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q472224712

Date: 2/4/2022**Expires:** 8/4/2022**FOB:**

Customer Number: HOU066

Customer Information: HOUSTON COUNTY FIRE DEPARTMENT

Address: ATTN: CHIEF CHRISTOPHER STONER
200 CARL VINSON PARKWAY
WARNER ROBINS, GA 31088

Attention: Chief Stoner

Phone: 478-542-2040

Email: cstoner@houstoncountyga.org

Prepared By: j.r.sessions

Qty.	Product	Description	Each	Total
25	DP17OX50-800ECO	Key Fire Hose, 1.75" x 50' Orange, DJ, ECO,800 PSI,1.5"NH	\$134.00	\$3,350.00
25	DP17RX50-800ECO	Key Fire Hose, 1.75" x 50' Red, DJ, ECO, 800 PSI, 1.5"NH	\$134.00	\$3,350.00
				Total: \$6,700.00
				tax & freight to be determined

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com



Brian Kemp
Governor

**GEORGIA FIREFIGHTER
STANDARDS AND TRAINING COUNCIL**

Tony Pritchett
Interim Director

Georgia Public Safety Training Center
1000 Indian Springs Drive
Forsyth, Georgia 31029-9599
Office (478) 993-4521
support@gfstconline.org

January 26, 2022

In applying for the GFSTC 2022 Fireworks Tax Grant, the below signatures affirm that the department agrees to follow all the rules and policies set forth for this program as established by the Georgia Firefighter Standards and Training Council. Furthermore, the applicant understands that during the grant period the applicant must achieve or maintain all department compliance and training requirements as established by the GFSTC and that any equipment requested may be purchased by the GFSTC through group purchasing programs and distributed to the departments. The applicant also understands that there is a \$25,000.00 request limit and there will be a 10% department match.

Houston County Fire Department

Name of Department

Christopher R. Stoner, Chief

Printed Name and Title of Department Representative

February 15, 2022

Signature of Department Representative

Date

Tommy Stalnaker, Chairman, Houston County Board of Commissioners

Printed Name and Title of Authorizing Authority (Whoever the Chief reports to: Mayor, County Manager, City Manager, County Commissioner, etc.) *This application will not be processed without this information.*

February 15, 2022

Signature of Authorizing Authority

Date

WWW.GFSTCONLINE.ORG

9

There was \$7,198,400 programmed in the 2018 SPLOST as a county-wide project to replace all 800 MHz subscriber units on the system to include portable radios, mobile radios, mobile data terminals (MDTs), and tablets. In November of 2019 the Board approved the mobile and portable radios replacement under this project at a total of \$5,091,237.28. This first phase of the project is now complete for the Houston County Sheriff Department, the Houston County Fire Department, Public Works, and District Attorney as well as all three cities fire and police departments, the City of Warner Robins Public Works and Utilities departments, and Houston EMS.

This leaves a balance of \$2,107,162.72 to move to the second phase of the project which is replacing the MDTs and tablets for each entity law enforcement and fire departments and Houston EMS. All MDTs, associated user licenses, and mounting hardware are quoted from the Statewide Contract through CDW-G. The total of phase two of this project is \$1,715,593.15.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of Mobile Data Terminals (MDTs), vehicle mounts, docking stations, Visio licensing, and iPads to CDW-G of Vernon Hills, IL in the amount of \$1,595,247.15; the installation of MDTs and iPads to Macon Communications of Macon in the amount of \$11,000; the MCT and Freedom application licensing to Central Square of Lake Mary, FL in the amount of \$91,121; the iPad Pro to Apple in the amount of \$6,495; and the virtual private network licensing to Radio IP Software, Inc. of Quebec, Canada in the amount of \$11,730. SPLOST 2018 will fund the purchase of this equipment.

Houston County Replacement of Portable and Mobile Radios, MDTs, and Tablets County-Wide 2018 SPLOST Project

SPLOST Project Budget	\$7,198,400.00	
Portable and Mobile Radio Purchase (Phase I)	<u>\$5,091,237.28</u>	
Project Balance (after Phase I completion)		\$2,107,162.72
MDT/iPads/Licensing/Installation Costs (Phase 2)		
CDW-G (MDTs, Vehicle Mounts, Docking Stations, iPads, Visio Licensing)	\$1,595,247.15	
Apple (iPad Pro)	\$ 6,495.00	
Central Square (MCT / Freedom Application Licensing)	\$ 91,121.00	
RadioIP (Virtual Private Network Licensing)	\$ 11,730.00	
Macon Communications (Installation)	<u>\$ 11,000.00</u>	
Total Cost Phase 2		<u>\$1,715,593.15</u>
Project Balance after proposed Phase II completion)		\$ 391,569.57

10

The Georgia Planning Act of 1989 mandated that all local governments prepare a comprehensive plan to guide growth and development in the community with an added requirement that the plan be updated every five years. Houston County requested the Middle Georgia Regional Commission's assistance updating our plan by the February 28, 2022 deadline. As in the past, the County's plan update was prepared in conjunction with the cities of Centerville, Perry, and Warner Robins.

The Regional Commission completed the plan update, submitted it to the Georgia Department of Community Affairs, and the plan has been found to be in compliance with the local planning requirements. This resolution by the Board will formally adopt the plan update. Each of the three cities are taking the same action to adopt the plan update.

Representatives from the Middle Georgia Regional Commission will be on hand to answer any questions that may arise.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker signing the resolution adopting the Joint Comprehensive Plan Update for Houston County and the Cities of Centerville, Perry, and Warner Robins as approved by the Georgia Department of Community Affairs.

**RESOLUTION
BY HOUSTON COUNTY
ADOPTING THE JOINT COMPREHENSIVE PLAN UPDATE
FOR
HOUSTON COUNTY AND THE CITIES OF CENTERVILLE, PERRY,
AND WARNER ROBINS**

WHEREAS, the 1989 Georgia Planning Act requires that all local governments submit a comprehensive plan; and

WHEREAS, O.C.G.A. 50-8-1 et seq. gives the Department of Community Affairs authority to establish standards and procedures for appropriate and timely comprehensive planning by all local governments in Georgia; and

WHEREAS, all portions of the Joint Comprehensive Plan Update for Houston County and the Cities of Centerville, Perry, and Warner Robins were completed by Houston County with the assistance of the Middle Georgia Regional Commission; and

WHEREAS, this document was reviewed by the Georgia Department of Community Affairs and was found to be in compliance with the Local Planning Requirements.

THEREFORE, be it resolved that Houston County does hereby adopt the Joint Comprehensive Plan Update for Houston County and the Cities of Centerville, Perry, and Warner Robins.

Adopted this 15th day of February 2022.

Tommy Stalnaker,
Houston County Chairman

Witness

At the June 15, 2021 meeting the Board approved an option to purchase the property at 134 Bear Branch Road as a remote production well site for the new Bear Branch Road Water Treatment Facility. The negotiated price for the property was \$180,000 and with the option the County paid \$27,000 in earnest money so that a test well could be drilled. The EPD has approved the site and our Water System consultants Carter & Sloope now recommend completing the acquisition of the property for use as a permanent production well.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the remaining \$153,000 plus any applicable closing fees to complete the property acquisition transaction on Tax Parcel 001060 012000 containing 6.078 acres and referenced as Parcel 'B-W' on a survey completed by Lee R. Jones, G.R.L.S #2680 dated January 20, 2022 for the Houston County Commissioners. Chairman Stalnaker is authorized to sign any and all documents relative to closing the sale.



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*

Date: Wednesday, February 9, 2022

CC: Robbie Dunbar, Director of Operations

RE: Recommendation to Purchase site for Remote Well
134 Bear Branch Road

OK
[Signature]

Please consider this recommendation to purchase 6.078 acres located at 134 Bear Branch Road. The parcel is proposed to be used as a remote production well site for the Bear Branch Water Treatment Facility. The negotiated price to purchase the parcel is \$180,000. Earnest money of \$27,000 was paid to the owner when the Option to Purchase was executed. With the earnest money being applied to the purchase price, the remaining sum would be \$153,000, plus appropriate taxes and fees.

This request is made with a recommendation to purchase from Carter & Sloope, consulting engineers for the Water Department. The parcel has been approved by EPD for use as a remote well site. An exploratory test well has been installed at the site. Samples from the well were collected and analyzed. No chemicals were detected above normal, permitted limits. Aquifer characteristics were found to be suitable for use by production well.

I appreciate your consideration of this request.

For your reference, I have attached the recommendation letter from Carter & Sloope and a plat showing the subject parcel.



Carter & Sloop

CONSULTING ENGINEERS

February 8, 2022

Mr. Brian Jones
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

SU: Houston County, Georgia
Bear Branch Remote Well Addition Mary Little Tract Evaluation
C & S Project No.: H9500.115

Dear Brian:

C&S has completed our evaluation of the Mary Little tract as a possible site for a remote well addition to the Bear Branch Water Supply and Treatment Facility. Our scope of work included a site feasibility assessment, construction of a 6" test well to determine water quality, and a well interaction analysis to understand the amount of well interference that will occur between the two wells at operational flow rates. **Based on our findings, C&S recommends Houston County proceed with the acquisition of this site as a suitable water supply source and move forward with the construction of a permanent production well.**

Permitting

Previously addressed, but pertinent to document for this letter, is the confirmation from the Environmental Protection Division (EPD) that this well meets all criteria for wellhead protection concerns as documented in the March 30th, 2021 letter to Chairman Stalnaker from EPD. Permission to drill a test well was authorized by EPD in the same letter which has been attached as an enclosure for your records.

Site Feasibility

Access to the site is achievable off West Lake Road which is currently a County maintained gravel road. While narrow in right-of-way at only 40' wide, West Lake Road is large enough to accommodate construction traffic as well as large service vehicles necessary to construct and maintain the production well and electrical components. Improvements to the turning radius at the intersection of West Lake Road and Bear Branch Road should be considered to accommodate large vehicles during the design phase of the project.

Power to the site is achievable off Bear Branch Road. Flint Energies confirmed to C&S in October of 2020 that 3 phase, 480v power is available along Bear Branch Road. Power can branch off Bear Branch Road and be run overhead or underground along West Lake Road to a transformer at the well site.

Blowing the well off to waste during the construction phase portion of the project AND, when necessary, during permanent operation of the well is achievable by utilizing the Bear Branch Road open ditch system for blow off water containment. This can be accomplished by using the raw water line as a conduit to move water from the well site to the open ditch system. A tee and blow off pipe can be stubbed out near the frontage of the property adjacent to Bear Branch Road and then flow can be directed to the ditch system via a wide, shallow swale. This design should

eliminate disturbance to surrounding properties associated with run-off water from the well. A concept layout map has been attached as an enclosure for your review.

Test Well

Test well drilling, performed by our sub-consultant Greene's Water Wells, Inc. began on November 3rd, 2021 and was completed on December 21st, 2021. A 24-hour capacity test was performed December 20th – 21st, 2021 at approximately 528 gpm. The 6" test well was constructed 750' in depth and was installed with 90' of screens at various depths corresponding to the water bearing sands of the Cretaceous Sand Aquifer System (CSAS). The static water level was measured to be 35.8 feet below ground and the pumping water stabilized immediately at 70 feet below ground. The pumping water level remained at 70 feet for the duration of the capacity test indicating strong sustainable yield by the aquifer. Geophysical logs showed abundant layers of sands that will provide the expected volume of water (1600 gpm or greater) out of a production well. A copy of the driller's log, time log, and geophysical logs have been attached as an enclosure for your records.

Final water quality results taken at the end of the 24-hour capacity test were received and evaluated for primary and secondary contaminant levels. As expected, iron levels were high (0.94 ppm) which is common in deep wells in this area. County staff measured iron levels during the capacity test and confirmed iron levels declined over time as the well was pumped off. Based on the experience from the local Bear Branch well, it is expected the iron levels will continue to decline over time and should be treatable with polyphosphate sequestration commonly used at numerous treatment plants in the County. All other parameters were within acceptable levels.

Radionuclide results were within acceptable levels for all analytes including Gross Alpha, Combined Radium 226/228, Strontium, and Uranium. Combined Radium has a MCL of 5 pCi/L. The combined Radium 226/228 result from this well was 2.46 pCi/L.

Lastly, a "rotten egg" smell was noticed during the capacity test. This is due to sulfur compounds in the water. This smell was expected and will be treated using a degasification tower at the treatment plant to "off gas" the smell. A copy of the water quality lab results is included as an attachment for your records.

Well Interaction Study

A hydrogeologic assessment of potential well interaction was performed by our sub-consultant Nutter & Associates, Inc. (NAI) in May of 2021. The technical memo has been attached as an enclosure for your records. The study offers findings and analyses related to the potential well interference between the Bear Branch local well (PW#115 in the report) and the proposed Bear Branch remote well (PW#116 in the report). In addition, the study evaluated potential negative impacts to the pond located between the two wells when they operate at full capacity.

As for the latter concern, Section 5.0 of the NAI report summarizes that "substantially thick confining layers overlying the producing interval for PW#115 (the local well) have a collective thickness of 150 feet." These clay layers restrict vertical movement of water and potential contaminants. NAI therefore concludes that "there should be no measurable interaction between the pond located between PW#115 and proposed PW#116 (the remote well) locations and the production wells."

Regarding the potential for well interaction, NAI calculated that both wells pumping could produce a theoretical well interference drawdown of **approximately 4-5 feet**. Considering the depth of the screen sections (380 feet and below grade) compared to the static water level (30-38 feet below grade), NAI concludes that "the well interference between PW#115 and proposed PW#116 is acceptable and should not significantly affect the operation of either well"

115 Woodland Way ♦ Suite 120 ♦ Canton, Georgia 30114 ♦ 770.479.8782 tel ♦ 770 479 1884 fax

The interference drawdown was also evaluated with respect to the current column and pump assembly construction of the Bear Branch local well. Based on measurements taken on 8/21/2021, the pumping water level of the local well was approximately 38.5 feet above the top of the bowl assembly. Therefore, the calculated 4-5 feet of well interaction should not negatively impact the operation of the local well or the proposed remote well. If additional submergence is needed over time, the pump can always be lowered in the hole by adding pump column piping. This is a common practice and could be done if pumping water levels reach unacceptable limits.

It is recommended the County continue its efforts to measure the static and pumping water levels regularly in the local well and the proposed remote well. Over time, excessive pumping will impact water levels locally even in the prolific CSAS. The County should continue to invest in data logging equipment to monitor the water level in the observation test wells. This is invaluable information and will assist the County in monitoring the condition of the aquifer levels with respect to regional pumping patterns.

In conclusion, this location meets standards for site feasibility, water quality, water volume, and expected well interaction levels. C&S recommends acquisition of the property for use as a permanent production well.

Sincerely,

CARTER & SLOOPE, INC.

Chad Sipe, P.E

Encl: EPD Permission to Drill letter - 1 copy
Concept Layout Map - 1 copy
Test Well Geophysical Logs, Driller's Log, and Pump Test Report - 1 copy
Water Quality Results - 1 copy
Well Interaction Analysis (By Nutter, Inc.) - 1 copy

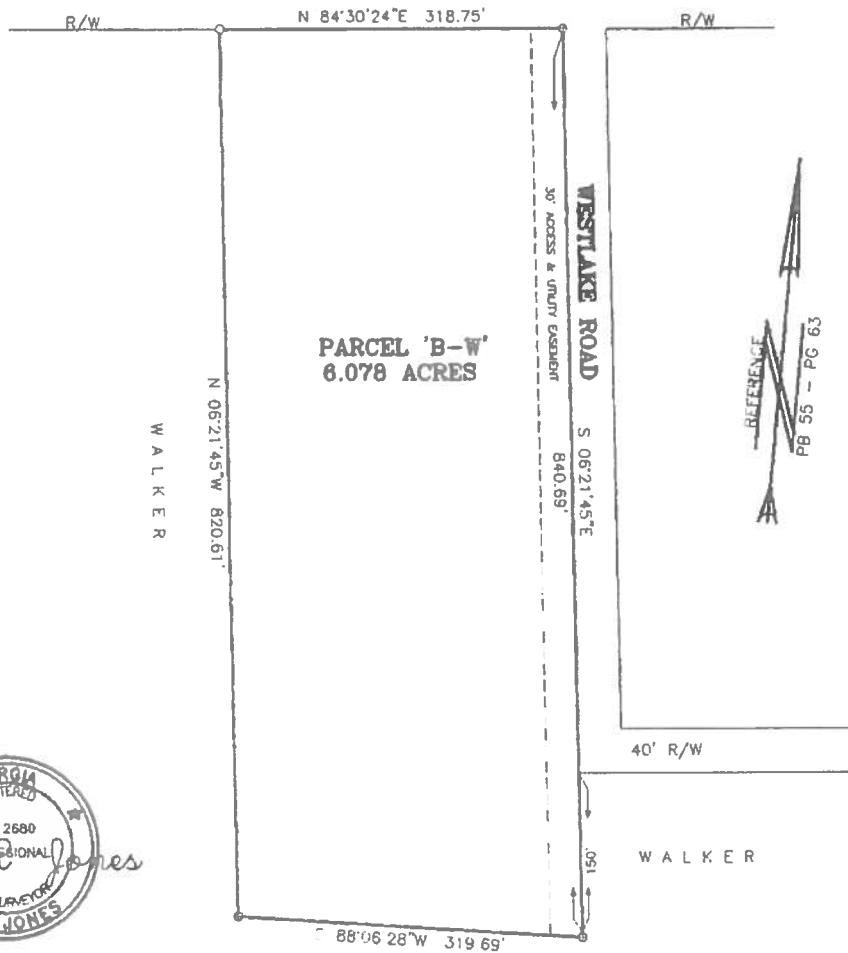
cc Mr. Jeff Chandler, Houston County Public Works (w/ 1 copy of all encl.)
File (w/ 1 copy of all encl.)

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.

1/20/22 *Lee R Jones as agent*
DATE

CLERK'S USE ONLY

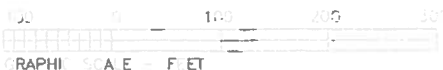
BEAR BRANCH ROAD
80' R/W



CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-16-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO THE INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THE PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARD FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-16-67.

- ⊕ 1/2" REBAR FOUND
- 1/2" REBAR PLACED



GRAPHIC SCALE - FEET

SURVEY FOR

HOUSTON COUNTY COMMISSIONERS

LAND LOT 244 10TH DISTRICT
HOUSTON COUNTY, GEORGIA
SCALE 1"=100' JANUARY 20, 2022

JONES SURVEYING COMPANY
PERRY, GEORGIA (478) 987-2705

Summary of bills by fund:

• General Fund (100)	\$612,843.81
• Emergency 911 Telephone Fund (215)	\$2,044.50
• Fire District Fund (270)	\$20,142.97
• 2006 SPLOST Fund (320)	\$14,703.13
• 2012 SPLOST Fund (320)	\$7,795.28
• 2018 SPLOST Fund (320)	\$1,348,459.71
• Water Fund (505)	\$139,919.02
• Solid Waste Fund (540)	<u>\$735,646.89</u>
Total for all Funds	\$2,881,555.31

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$2,881,555.31