



Houston County Board of Commissioners Meeting

Perry, Georgia

June 16, 2020

3:00 P.M.

**HOUSTON COUNTY COMMISSIONERS MEETING**

**Perry, Georgia**

**June 16, 2020**

**3:00 P.M.**

**Call to Order**

**Turn Off Cell Phones**

**Invocation** - Commissioner Thomson

**Pledge of Allegiance**

**Approval of Minutes from June 2, 2020 & June 8, 2020**

**New Business:**

1. Abandonment of Easement (Graafmans / White Columns) – Commissioner Walker
2. Board Appointment (DFCS) – Commissioner Walker
3. Change Order (Lake Joy Fire Station & HEMA Complex / ICB) – Commissioner Thomson
4. Water Refund (James Tant) – Commissioner McMichael
5. Landfill Timber Harvest & Reforestation – Commissioner McMichael
6. Independent Contractor Agreements (Juvenile Court) – Commissioner Robinson
7. Approval of Bills – Commissioner Robinson
8. Resolution Adopting FY21 Budget – Chairman Stalnaker

**Public Comments**

**Commissioner Comments**

**Motion for Adjournment**

Gerardus Graafmans submitted an Abandonment of County Easement/Right-of-Way Request Form requesting the abandonment of a portion of a Houston County drainage easement that traverses the rear of his property located at 321 Audrey Way, Kathleen, GA 31047, described as Lot 5, Block "C", St Andrews at White Columns 3, Land Lot 134, Tenth District. Staff recommends approval.

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

- approve
- disapprove
- table
- authorize

**the Resolution Abandoning a portion of the drainage easement as shown by the sketch included in the Application for Abandonment and shall be designated more specifically on a plat of survey to be a completed by a registered surveyor at Mr. Graafmans expense. Further, upon Mr. Graafmans having a plat of survey completed then approved by the county attorney and recorded by the surveyor, Chairman Stalnaker is hereby authorized to sign the quit claim deed conveying the designated portion of drainage easement rights to Mr. Graafmans.**

**RESOLUTION ABANDONING  
HOUSTON COUNTY  
DRAINAGE EASEMENT**

**WHEREAS**, Gerardus Graafmans required a new 200 foot drain field to be installed in the rear of his property and he submitted an Abandonment of County Easement/Right-of-Way Request Form requesting the abandonment of a portion of an existing 20' Drainage Easement that traverses the rear of his property located at 321 Audrey Way, Kathleen, GA 31047, described as Lot 5, Block "C", St Andrews at White Columns 3, Land Lot 134, Tenth District as shown on the Request Form attached hereto as Exhibit "A"; and

**WHEREAS**, the portion of the 20' Drainage Easement requested to be abandoned by Mr. Graafmans is a portion of an easement designated as a "20' Drainage & Utility Easement" on a plat of survey dated June 28, 2000, done by Robert L. Story, G.R.L.S. No. 1853, recorded at Plat Book 56, Page 40, Clerk's Office, Houston County Superior Court, said plat is attached hereto as Exhibit "B" and as shown on the sketch provided in the Abandonment of County Easement/Right-of-Way Request Form attached hereto as Exhibit "A"; and

**WHEREAS**, the following departments of Houston County have reviewed and approved the R. Graafmans request: Inspections/P&Z, Environmental Health, Engineering, Roads & Bridges, Water, Fire/E911, and Attorney as shown by the Request Form attached hereto as Exhibit "A"; and

**WHEREAS**, Mr. Graafmans request is only for a portion of the Drainage Easement to be abandoned and no plat of survey currently exist designating the specific area to be abandoned, Mr. Graafmans shall have a plat of survey completed by a registered surveyor designating the specific area of the Drainage Easement to be abandoned upon approval of this Resolution; and

**WHEREAS**, Mr. Graafmans is to have this plat of survey approved by the county attorney and then it is to be recorded by the surveyor in order for a deed to be issued for said portion of Drainage Easement; and

**WHEREAS**, the Houston County Board of Commissioners have the authority to abandon a portion of Drainage Easements within the unincorporated area of Houston County.

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that the portion of the existing 20' Drainage Easement which traverses the rear of Mr. Graafmans property located at 321 Audrey Way and is shown on the sketch provided in the Abandonment of County Easement/Right-of-Way Request Form attached hereto as Exhibit "A", is hereby abandoned by the Houston County Board of Commissioners by and through a Quit Claim Deed to be signed pursuant to this resolution. This resolution is conditioned on Mr. Graafmans providing a survey of the property to be abandoned, approved by the county attorney and then recorded by the surveyor.

This \_\_\_\_ day of June, 2020.

**HOUSTON COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Commissioner H. Jay Walker III

\_\_\_\_\_  
Commissioner Tom McMichael

\_\_\_\_\_  
Commissioner Gail Robinson

\_\_\_\_\_  
Commissioner Larry Thomson

Attest: \_\_\_\_\_  
Barry Holland  
Director of Administration



## Houston County Board of Commissioners Abandonment of County Easement/Right-of- Way Request Form

Attach a \$75.00 check payable to Houston County Commissioners and six (6) copies of a plat that identifies the easement/right-of-way you wish the County to abandon. Return this form to the Commissioner's Office for processing. The \$75.00 fee consist of the following: \$25.00 is the cost for processing and reviewing the request and \$50.00 will be used for the County to draft and record the appropriate quit-claim deed. The County will record all plats with the Clerk's office. If your request is denied, the plats will be returned along with \$50.00 of the original \$75.00 fee, Please provide the following information:

1. Name: GERARDUS GRAFMANS  
 Address: 321 AUDREY WAY  
KATHLEEN, GA 31047  
 Phone Number: 937-430-2936

2. Location and Description of Property: 2936  
WHITE COLUMNS OFF COHEN WALKER DRIVE  
KATHLEEN 2 STAY House

3. Reason for Request:  
EASEMENT ABANDONMENT for the easement in the back of  
my yard. NEED to put a 200 foot drain field  
for my septic system here. See attached letter  
for more explanation of the reason.

### For Office Use Only

| Department             | Approve                             | Deny                     | Signature/Comments |
|------------------------|-------------------------------------|--------------------------|--------------------|
| Inspections/P&Z        | <input type="checkbox"/>            | <input type="checkbox"/> | <u>[Signature]</u> |
| 2 Environmental Health | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |
| Engineering            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |
| Roads & Bridges        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |
| Water                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |
| Fire/E911              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |
| Attorney               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> |

The entire easement along  
 Lots 1-B Bk C should be  
 abandon.

PIL TO [Signature]  
 REMAIN.

Please review by \_\_\_\_\_ Scheduled for \_\_\_\_\_ agenda.



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

**Abandonment of County Easement/Right-of-Way**

Please review, sign and return to Malisa Prue

Robbie Dunbar

[Signature]

Terry Dietsch

[Signature]

Ronnie Heald

[Signature]

Van Herrington

[Signature]

Brian Jones

[Signature]

Travis McLendon

[Signature]

Ken Robinson

[Signature]

Blake Studstill

[Signature]

Jeff Smith

[Signature]

\* Roads/Bridges; engineering, and water will need to sign second page also.

- need everyone's signature by Friday, May 15th. Thanks! \*  
-Malisa

Gerardus Graafmans  
321 Audrey Way  
Kathleen, GA 31047

Concerns: Request for Easement Abandonment at property

✕ May 2020

Dear Sir, Madam,

My name is Gerardus Graafmans. I am an aerospace engineer working for NATO at Robins Air Force base. I hereby request and Easement Abandonment for the 20 feet easement that is allocated at the back of my property at 321 Audrey Way in Kathleen. I make this request because I have an urgent need to put a new drainfield in this location for my septic system. I write you this letter to provide further explanation for this request.

I have bought the property at 321 Audrey Way in Kathleen 2 years ago and live there with my wife and daughter. The house was built in 2001. From about a year ago we started having problem with our plumbing and we had a lot of toilets clog up. Last December we had a big backflow of wastewater in our house. A plumber concluded we had a problem with our septic tank and a septic tank company, that we called to drain the tank, told us the problem was actually the drainfield connected to the tank. It was holding the water and not delivering it to the soil. The current drainfield is located in our front yard.

In January we had a health inspector come out to our property to inspect the drainfield. His name is Eric Honkamp and he works for the Houston County Health Department on Cohen Walker Drive. He concluded that our drainfield is not working properly anymore (it is 19 years old) and told us we needed to put in a new drainfield. He located the area at the back of our backyard as the proper location for this. He told us we were not allowed to dig up the drainfield in our front yard and put a new field in place of the old one. This ground is compromised and also the rules for the size of the field have changed since 20 years ago, meaning we need to put a bigger drainfield in and our front yard does not have that space. Currently we have a 230 ft drainfield but with the current rules the new field needs to be at least 300 to 400 feet long. He gave us a permit for the new drainfield in our backyard.

Our backyard is deep and wide. There are big trees on the left on my property and on the right side, just outside of my fence, there is a storm drain. When we bought the property the entire backside of the yard was overgrown with trees, shrubbery and weeds. Also, a 2 to 3 feet walkway was created between my fence and the backside neighbor that nobody understand why it was there. That too was completely overgrown and had small trees in it. It looked like nobody had ever been there since the property was build. I tried to find out why the walkway was there, but nobody could give me an answer (including the county). They referred me to the HOA to make a decision. Eventually I got permission from the HOA to clean up the entire area and tear down the fence. I created a new gate to the storm drain on the right side of my property, should anybody ever need to access it. Last summer we had an Inground pool build



in my backyard near my house. Since my yard was heavily sloped we had a lot of extra dirt put in to decrease the slope from my pool to the back fence to guarantee the integrity of the pool. We had grass put in and installed a brand new sprinkler system.

When Eric gave us the permit for the drainfield we thought we could put it in the area off my fence to the edge of our newly build grass. On 22 April we had a septic tank company come over to install the new drainfield. Reason for the long delays since January was the heavy rains we had over the last few weeks. A problem arose and they told me they needed to stay some 20 ft away from my back fence since it was designated as an easement. I had talked to Eric before about this in late January when he gave me the permit and he told me and had texted me that we needed to stay 5 foot away from the fence and not 20 ft. Eric eventually came out and looked at the whole situation. He told me the 5 ft was for the fence near the storm drain. He made a lot of phonecalls to find out about the back fence but could not come to a definitive conclusion for this area. Work was halted.

On 27 April Blake Studstill from Houston County Public Works came to my house and reviewed the situation. He brought me the forms to fill in for the 'Easement Abandonment'. I fill in this form to ask permission to use the area designated as the easement for my new drainfield. I am not able to use my front yard for a new field and I can't use the area near my pool because it tear up all my grass, mess up my sprinkler system and will eventually be so close to my pool that they will have to dig out most of the slope near my pool to put in the drain field, thus leaving the entire side of the pool exposed and compromising it's integrity. This will also add thousands of dollars to the bill for new landscaping. A bill that is already high for me for just putting in the drainfield.

I like to request you to abandon this easement. For almost 20 years nothing has happened with this area and it was completely overgrown. All parties involved, including the health inspector and Blake Studstill from Houston County Public Works agree the only logical place to put the new drainfield is the area designated as the easement.

I understand and accept that I will have to let a Land Surveyor perform a new survey of my property if permission is given to use the easement.

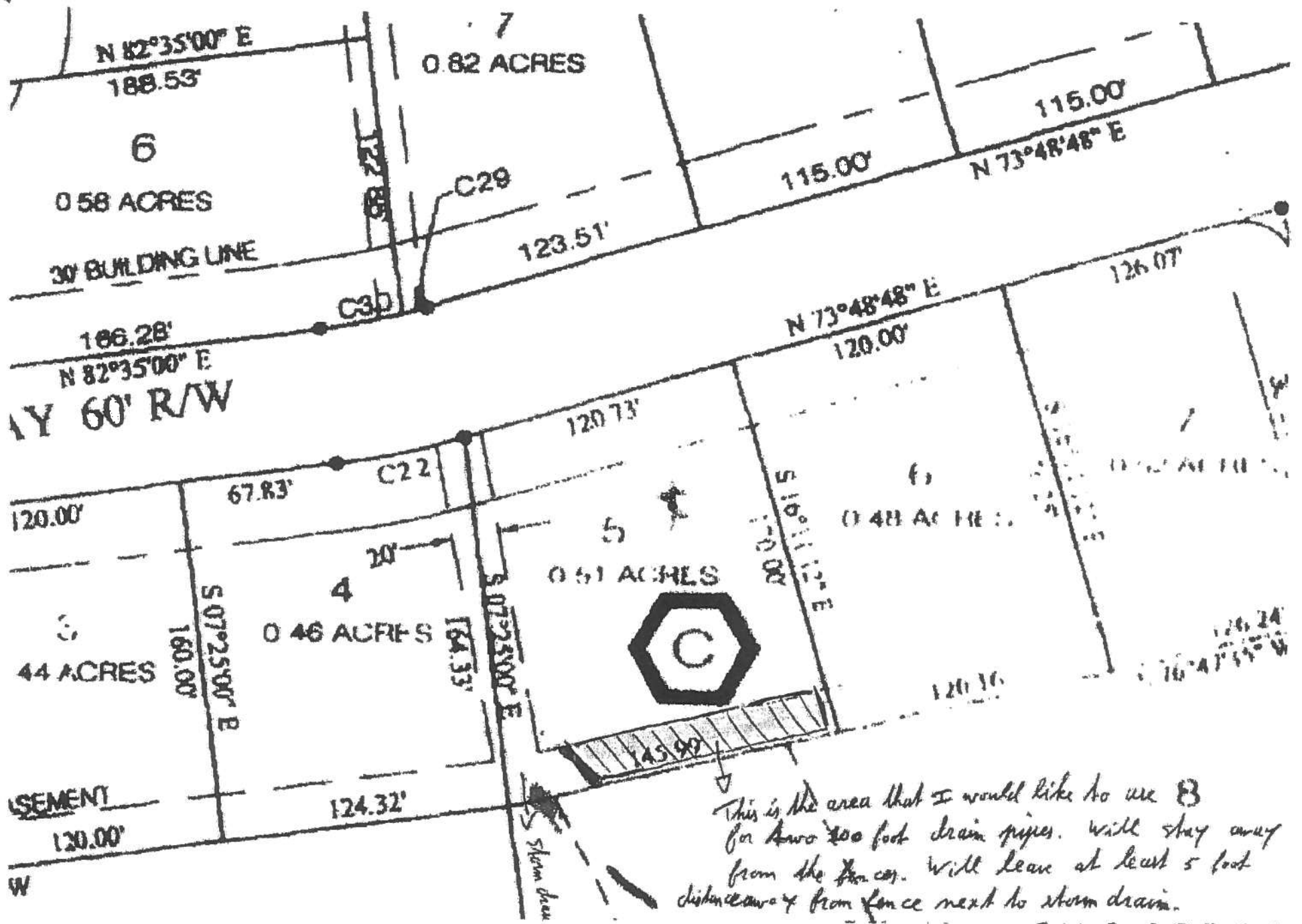
If you have any questions, please let me know. I will gladly come by an explain more or invite you to my house to come and see with your own eyes what the situation is. I want to solve my septic problems as soon as possible and hope you will come to a conclusion at your earliest convenience.

Hoping from a positive and quick response,

Regards,



Gerardus Graafmans



This is the area that I would like to use for two 300 foot drain pipes. Will stay away from the fence. Will leave at least 5 foot distance away from fence next to storm drain.

36/40

FILED

FILED  
HOUSTON COUNTY  
'00 JUL -6 PM 2:28  
CLERK SUPERIOR COURT



CURVILINEAR DATA

| NUMBER | DIRECTION     | TAN    | RAD     | ARC    | CHORD   |
|--------|---------------|--------|---------|--------|---------|
| C1     | N 89°24'48" W | 8.24   | 80.00   | 16.88  | 16.88   |
| C2     | N 11°20'28" W | 47.25  | 80.00   | 78.78  | 74.00   |
| C3     | N 84°24'28" E | 82.14  | 80.00   | 138.01 | 88.88   |
| C4     | S 89°14'28" E | 82.14  | 80.00   | 88.01  | 88.88   |
| C5     | S 02°28'28" E | 47.25  | 80.00   | 78.78  | 74.00   |
| C6     | S 41°18'48" W | 8.24   | 80.00   | 16.88  | 16.88   |
| C11    | S 89°24'48" E | 8.24   | 212.78  | 16.88  | 16.81   |
| C12    | S 72°08'28" E | 48.17  | 212.78  | 84.74  | 88.88   |
| C13    | N 18°20'41" E | 48.18  | 120.00  | 81.12  | 79.80   |
| C14    | S 03°40'48" W | 11.84  | 120.00  | 23.28  | 23.94   |
| C15    | S 29°08'48" W | 60.48  | 180.00  | 88.48  | 87.21   |
| C16    | S 41°18'12" E | 7.38   | 212.78  | 14.71  | 14.70   |
| C17    | S 22°20'48" E | 84.88  | 212.78  | 188.88 | 188.88  |
| C18    | S 03°11'48" E | 8.48   | 212.78  | 16.98  | 16.98   |
| C19    | N 89°24'48" W | 180.48 | 182.78  | 387.88 | 814.41  |
| C20    | S 89°24'48" W | 88.25  | 800.00  | 188.17 | 1288.01 |
| C21    | S 77°01'00" W | 44.81  | 800.00  | 88.89  | 88.48   |
| C22    | S 78°11'24" W | 88.41  | 878.88  | 88.72  | 88.88   |
| C23    | N 02°02'48" W | 88.47  | 8778.72 | 188.88 | 188.88  |
| C24    | N 02°11'48" W | 88.87  | 8778.72 | 128.84 | 128.88  |
| C25    | N 01°04'48" W | 41.78  | 8778.72 | 88.88  | 88.88   |
| C26    | S 88°20'48" W | 28.87  | 880.00  | 47.82  | 47.88   |
| C27    | S 88°21'00" W | 80.08  | 880.00  | 100.08 | 100.00  |
| C28    | S 78°21'00" W | 47.37  | 880.00  | 84.88  | 84.80   |
| C29    | S 74°48'28" W | 8.82   | 810.88  | 11.47  | 10.88   |
| C30    | S 78°12'51" W | 18.81  | 810.88  | 28.88  | 28.88   |

LINEAR DATA

| NUMBER | DIRECTION     | DISTANCE |
|--------|---------------|----------|
| L1     | N 88°24'48" E | 18.40    |
| L2     | S 88°24'48" W | 18.40    |

CERTIFICATION

I CERTIFY THAT THIS MAP OR PLAN IS BASED UPON A CLOSURE COURSE RUN IN JULY, 1997 AND AN ANGULAR ERROR OF 0.00 PER ANGULAR POINT AND WAS ADJUSTED USING THE CRANDALL RULE.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 888.88 FEET.

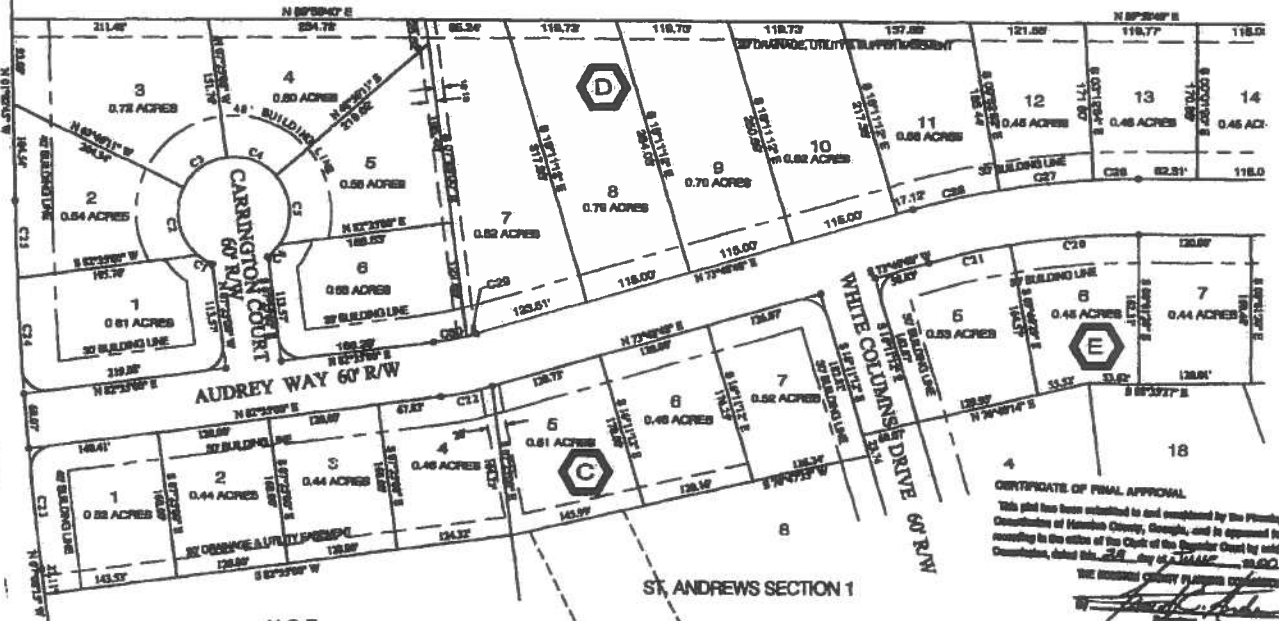
THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAN WERE OBTAINED BY USING A 2" X 30" TRANSIT AND 1/2" TAPE.

CONSENT CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON  
I, THE UNDERSIGNED ENGINEER, CERTIFY THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGES THIS PLAN AND ALLOWS IT TO BE HIS FREE ACT AND DEED.

6-28-2000 *Robert L. Story*  
DATE ENGINEER

LAKE JOY ROAD 80' R/W



N.O.F. RAGSDALE  
9.84 ACRES

I CERTIFY THAT THIS PROPERTY IS NOT IN A DESIGNATED FLOOD HAZARD ZONE.  
*Robert L. Story*  
DATE 6/27/00

I CERTIFY THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF GEORGIA LAW.  
*Robert L. Story*  
DATE 6/27/00

I certify that the general lot layout shown on this plan has been approved by the Houston County Health Department for development with city or county water and individual sewage. Individual lot approval required for each lot prior to construction.  
*James Schmidt* 6-27-00  
Environmental Health Specialist  
Houston County Health Department.

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 cashiers check to insure completion as required by County Engineer.  
*James Schmidt*  
DATE 6/27/00

CERTIFICATE OF FINAL APPROVAL  
This plan has been submitted to and examined by the Planning Commission of Houston County, Georgia, and is approved for recording in the office of the Clerk of the Superior Court by said Commission, dated this 28th day of June, 2000.  
*James Schmidt*  
PLANNING COMMISSION

"This approval in no way relieves the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or operation performed under said plans and permits." *6/27/00*

NOTES

1. 30' LOTS IN SUBDIVISION
2. 25.14 ACRES IN SUBDIVISION
3. STREET RIGHTS OF WAY ARE 60'
4. DISTANCES SHOWN ON CORNER LOTS ARE TO PROPOSED STREET RIGHT OF WAY LINES
5. 50' FENCES ON ALL STREET CORNERS
6. ALL EASEMENTS ARE 30' FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED



STORY & COMPANY, INC.  
309 WATSON BLVD SUITE 77 WADSWORTH, GA 30150  
TELEPHONE: 770-923-7728 FAX: 770-923-2488

SCALE: 1"=60'  
DATE: 08 JUNE 2000  
DIN: 88-278-C1

SUBDIVISION FOR ST. ANDREWS AT WHITE COLUMNS SECTION "3"

LAND LOT 134 HOUSTON COUNTY 888 DISTRICT GEORGIA

SHERRY I CP 1

EXHIBIT "B"

36/40

5d40

Board Appointment (DFCS):

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

- approve
- disapprove
- table
- authorize

**the following reappointment:**

**DFCS Board:        Kathy Wallace**

**7/01/20 thru 6/30/25**

# 3

Change Order #1 on the Lake Joy Fire Station and HEMA Complex in the amount of \$14,258.68 allows for the addition of a localized dialer for the fire alarm system and to finish the stormwater pond according to the final erosion control plan. This change order also reflects credits for several items. The new contract total increases to \$2,514,258.68.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing Change Order #1 with International City Builders, Inc. on the Lake Joy Fire Station and HEMA Complex project increasing the current contract total of \$2,500,000 by \$14,258.68 bringing the amended contract total to \$2,514,258.68. There is no change in contract time.**




**HOUSTON COUNTY BOARD OF COMMISSIONERS**

**MARK E. BAKER**  
PURCHASING AGENT

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

**MEMORANDUM**

**To: Houston County Board of Commissioners**

**From: Mark E. Baker** 

**Cc: Barry Holland**

**Date: June 10, 2020**

**Subject: Bid# 19-09, (Change Order #1), Lake Joy Fire Station #5 Relocation & EMS Station**

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Additional funds for a Localized Dialer for the Fire Alarm System and Finish Pond per Erosion Control Plan are required. The additional contract expense of \$14,258.68 will be charged to SPLOST account 320-3500-54.1300.



# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Houston County Fire & Emergency  
Management Complex  
Kathleen, GA 31047

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: January 16, 2019

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
  
Date: June 8, 2020

**OWNER:** *(Name and address)*  
Houston County Board of  
Commissioners  
200 Carl Vinson Parkway  
Warner Robins, GA 31088

**ARCHITECT:** *(Name and address)*  
SP Design Group Architects &  
Engineers  
5191 Columbus Road  
Macon, GA 31206

**CONTRACTOR:** *(Name and address)*  
International City Builders Inc.  
577 Mulberry Street, Suite 550  
Macon, GA 31201

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

1. Waters & Sons – Finish Pond Per Final Erosion Control Plan
  2. Speir – Localized Dialer for FA System
  3. Speir – Credit for Pull Stations
  4. Speir – Credit for Disconnect in Room 203
  5. Amount Left in Contingency
- Total increase in contract value: \$14,258.68

|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 2,500,000.00 |
| The net change by previously authorized Change Orders                    | \$ 0.00         |
| The Contract Sum prior to this Change Order was                          | \$ 2,500,000.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 14,258.68    |
| The new Contract Sum including this Change Order will be                 | \$ 2,514,258.68 |

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

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

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

SP Design Group Architects & Engineers

International City Builders Inc.

Houston County Board of Commissioners

\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

Daryl Long, CEO  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

Tommy Stalnaker, Chairman  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



DESIGN-BUILD | CONSTRUCTION MANAGEMENT

| Houston County Fire & Emergency Management Complex<br>Site Work and Fire Alarm Dialer<br>6/5/2020 |     |            |           |                    |
|---|-----|------------|-----------|--------------------|
| <b>MATERIAL</b>   |     |            |           |                    |
| Item Description  | Qty | Type       | Unit Cost | Subtotal           |
|   | 1   | EA         | 0.00      | 0.00               |
|   | 1   | EA         | 0.00      | 0.00               |
|   | 1   | EA         | 0.00      | 0.00               |
|   |     |            |           | <u>0.00</u>        |
| Subtotal  |     |            |           | 0.00               |
| Sales Tax (If not included)   |     |            | 7.0%      | 0.00               |
| <i>Total Material</i>   |     |            |           | <u>0.00</u>        |
| <b>LABOR</b>  |     |            |           |                    |
| Item Description  | Qty | Type<br>WK | Unit Cost | Subtotal           |
|   |     |            |           | 0.00               |
|   |     |            |           | 0.00               |
| Subtotal  |     |            |           | <u>0.00</u>        |
| Labor Burden  |     |            | 32.0%     | 0.00               |
| <i>Total Labor</i>  |     |            |           | <u>0.00</u>        |
| <b>EQUIPMENT</b>  |     |            |           |                    |
| Item Description  | Qty | Type       | Unit Cost | Subtotal           |
|   | 0   |            | 0.00      | 0.00               |
|   | 0   |            | 0.00      | 0.00               |
| <i>Total Equipment</i>  |     |            |           | <u>0.00</u>        |
| <b>SUBCONTRACTORS</b>   |     |            |           |                    |
| Subcontractor   |     |            |           | Subtotal           |
| 1 Waters & Sons - Finish Pond Per Final Erosion Control Plan                                      |     |            |           | 14,800.00          |
| 2 Speir - Localized Dialer for FA System  |     |            |           | 1,000.00           |
| 3 Speir - Pull Station Credit   |     |            |           | (205.00)           |
| 4 Speir - Credit for Disconnect in Room 203   |     |            |           | (290.00)           |
| 5 Amount Left in Contingency  |     |            |           | (1,635.74)         |
| <i>Total Subcontractor Cost</i>   |     |            |           | <u>13,669.26</u>   |
| <b>TOTALS</b>   |     |            |           |                    |
| OH & P on CP's Self Performed Work  |     |            | 7.50%     | 0.00               |
| Subtotal  |     |            |           | <u>0.00</u>        |
| P&P Bond  |     |            | 1.44%     | 0.00               |
| Insurance   |     |            | 0.30%     | 0.00               |
| <i>Total CP's Self Performed Work &amp; Markup</i>  |     |            |           | <u>0.00</u>        |
| CP's Markup on Subcontractors   |     |            | 4.00%     | 546.77             |
| Subtotal  |     |            |           | <u>14,216.03</u>   |
| P&P Bond  |     |            | 1.44%     | 0.00               |
| Insurance   |     |            | 0.30%     | 42.65              |
| <i>Total Subcontractor Work &amp; Markup</i>  |     |            |           | <u>14,258.68</u>   |
| <b>Total Cost of Change</b>   |     |            |           | <b>\$14,258.68</b> |

Sincerely,  
ICB Construction Group

Jarney Wilson  
Project Manager

ICBCONSTRUCTIONGROUP.COM

577 Mulberry Street, Suite 550 | Macon, GA 31201 | P: 478.812.8451 | F: 478.812.8456



# 4

Mr. James Tant of 104 Dowdy Lane paid his \$70.14 May water bill online but inadvertently entered the amount as \$7,014. We subsequently issued a special check on June 5<sup>th</sup> so that Mr. Tant would not have to wait until our next bill pay cycle on June 16<sup>th</sup> to receive his refund. Chairman Stalnaker approved the special check and Mr. McMichael and Mr. Thomson verbally approved the action. Staff requests that the Board formally ratify the action.

As a follow up to this issue, staff recommends discussions take place concerning a policy change setting a refund fee that would be charged customers in the future who are requesting such refunds so that the County could recover some of the administrative costs involved with issuing the refund checks. A small fixed amount of \$10 or \$15 would suffice. There may need to be a minimum dollar amount set that would allow a refund versus carrying a credit to the next month's bill. Staff recommends that refunds under \$100 be carried as a credit on the customer account and those refunds over \$100 be processed with the set fee being withheld.

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

- approve
- disapprove
- table
- authorize

**approval of a refund check in the amount of \$7,014 to Mr. James W. Tant of 104 Dowdy Lane for overpayment of a water bill.**

# HOUSTON COUNTY UTILITY SYSTEM

200 Carl Vinson Parkway  
Warner Robins, Georgia 31088

To: Accounting Department  
From: Jeff Chandler, Utility System Manager  
Subject: Online Payment  
Date: June 3, 2020

Received  
JUN 03 2020  
Houston County Commissioners  
Warner Robins, GA

Request refund in the amount of \$7,014.00 for online payment error. Please send check to the following:

James W Tant  
104 Dowdy Ln  
Kathleen GA 31047

Thank you.



**Attachments**

\* Customer will pickup check \*

OK for refund  
Tommy Stucker

6-3-2020

Tom McMichael → VERBAL OK BY TREPANE  
LARRY THOMPSON

# 5

Public Works staff and our Landfill consultant Atlantic Coast Consulting recommend the harvest of approximately 47 acres of timber at the Landfill which our timber consultant American Forest Management estimates will bring about \$1,900 per acre or \$89,300 in revenue. Additionally, it is recommended that a 75.1-acre tract that had been previously clear-cut in 2019 be reforested with Loblolly pine at a cost of \$235 per acre or \$17,648.50.

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

- approve
- disapprove
- table
- authorize

**entering into an agreement with American Forest Management (AFM) of Sandersville, GA for the timber harvest and sale on approximately 47 acres located at the Houston County Landfill; and to reforest approximately 75 acres of previously clear-cut land at the Landfill at an estimated cost of \$17,648.50. The timber harvest and sale of the 47 acres is estimated to bring \$89,300 in revenue.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

# MEMORANDUM

**To:** Houston County Board of Commissioners

**From:** Blake Studstill, Environmental Engineer <sup>BS</sup>

**CC:** Terry Dietsch, Solid Waste Superintendent

**Date:** June 4, 2020

**RE:** Recommendation for Timber Harvest and Reforestation at the Houston County Landfill

OK *Res*

---

The Public Works Department, Houston County Landfill, and Atlantic Coast Consulting, Inc recommend to harvest +/- 47 acres of timber and reforest +/- 75 acres of previously harvested timber located on the Houston County Landfill Tract. The attached recommendation from American Forest Management outlines the locations. Public Works recommends allowing American Forest Management to reforest +/- 75 acres at \$235.00/acre or \$17,648.50 and to manage the harvesting of timber on +/- 47 acres.



May 28, 2020

Dear Houston County Board of Commissioners:

As requested, American Forest Management, Inc. visited the Houston County Landfill Tract on May 22, 2020. The purpose of this visit was to review the tract and determine what, if any, forest management activities are needed to keep the forest healthy, productive, and sustainable. Below you will find my recommendations. I have also attached maps showing the treatment areas.

American Forest Management, Inc. recommends that 75.1 acres that were cut in early 2019 be planted back in Loblolly Pines. Reforestation is a two-step process. First, is to control unwanted vegetation via chemical site preparation. This step usually takes place between July and October. Step two is the actual planting of the seedlings. We plant seedlings during the winter months when the seedlings are dormant, usually between December and March. Pine plantations provide superior returns than that of naturally regenerated stands. The area recommended for reforestation is shown on the attached map. "Exhibit A"

I estimate the turnkey cost of reforestation to be \$235.00 per acre or \$17,648.50. This price includes chemical site prep, Loblolly seedlings 2<sup>nd</sup> generation "Elite" or better, machine planting +/- 600 trees per acre, and on-site supervision.

Based on the expansion needs of the landfill it is also recommended that 47 acres be clearcut so that a new cell can be created. Timing and length of the contract for this sale will depend on when contractors will need to start construction on the new cell. The sale area is shown on the attached map. "Exhibit B"

I estimate that this sale will generate +/- \$ 1,900.00 per acre or \$89,300.00.

Above are the two management activities that should take place on the Houston County Landfill Tract within the next 12 months. Please feel free to call me with any questions you may have. I look forward to working with you on the forest management of this property.

Sincerely,

Jason Alexander  
American Forest Management, Inc.  
GA Registered Forester #2477

WE'RE IN THIS  
TOGETHER

# HOUSTON COUNTY TRACT

COUNTY: HOUSTON / Houston

STATE: GA

ACRES: 2592.4

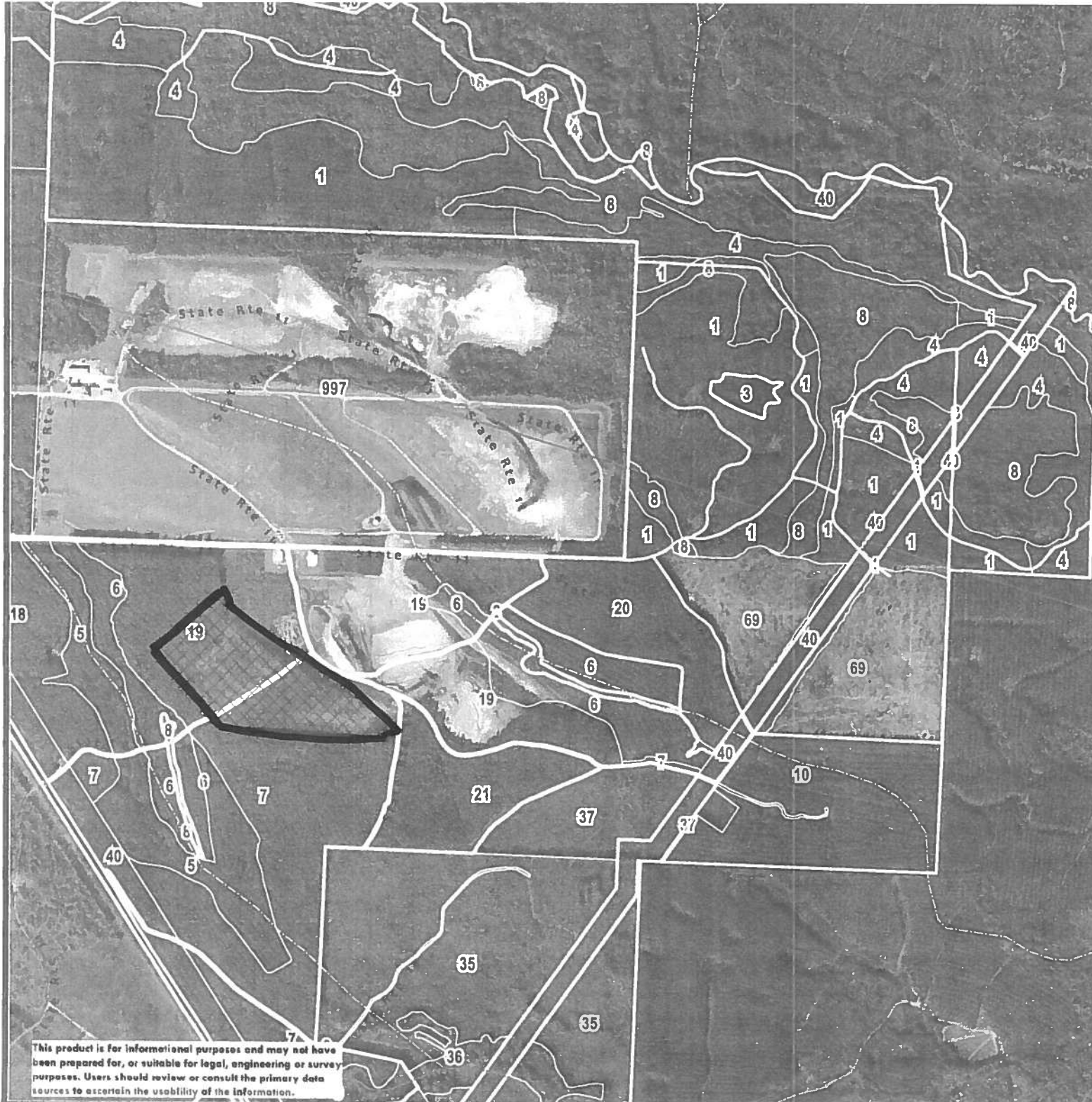
Map Scale 1 in. = 1200 ft.  
Reference Scale 1:15840



Jason Alexander (478) 553-0203  
jason.alexander@afmforest.com  
American Forest Management Inc.  
www.americanforestmanagement.com

## Exhibit B

**Sale Area +/- 47 Ac.**



This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.



AMERICAN FOREST  
MANAGEMENT

Houston County  
HOUSTON COUNTY REFORESTATION

DATE: 5/28/2020

ACTIVITY TYPE: SITE PREPARATION  
ACTIVITY YEAR: 2020  
ACTIVITY ACRES: 75.1  
COUNTY: Houston  
STATE: TX

Map Scale: 1 in = 1000 ft  
Reference Scale: 1:32760

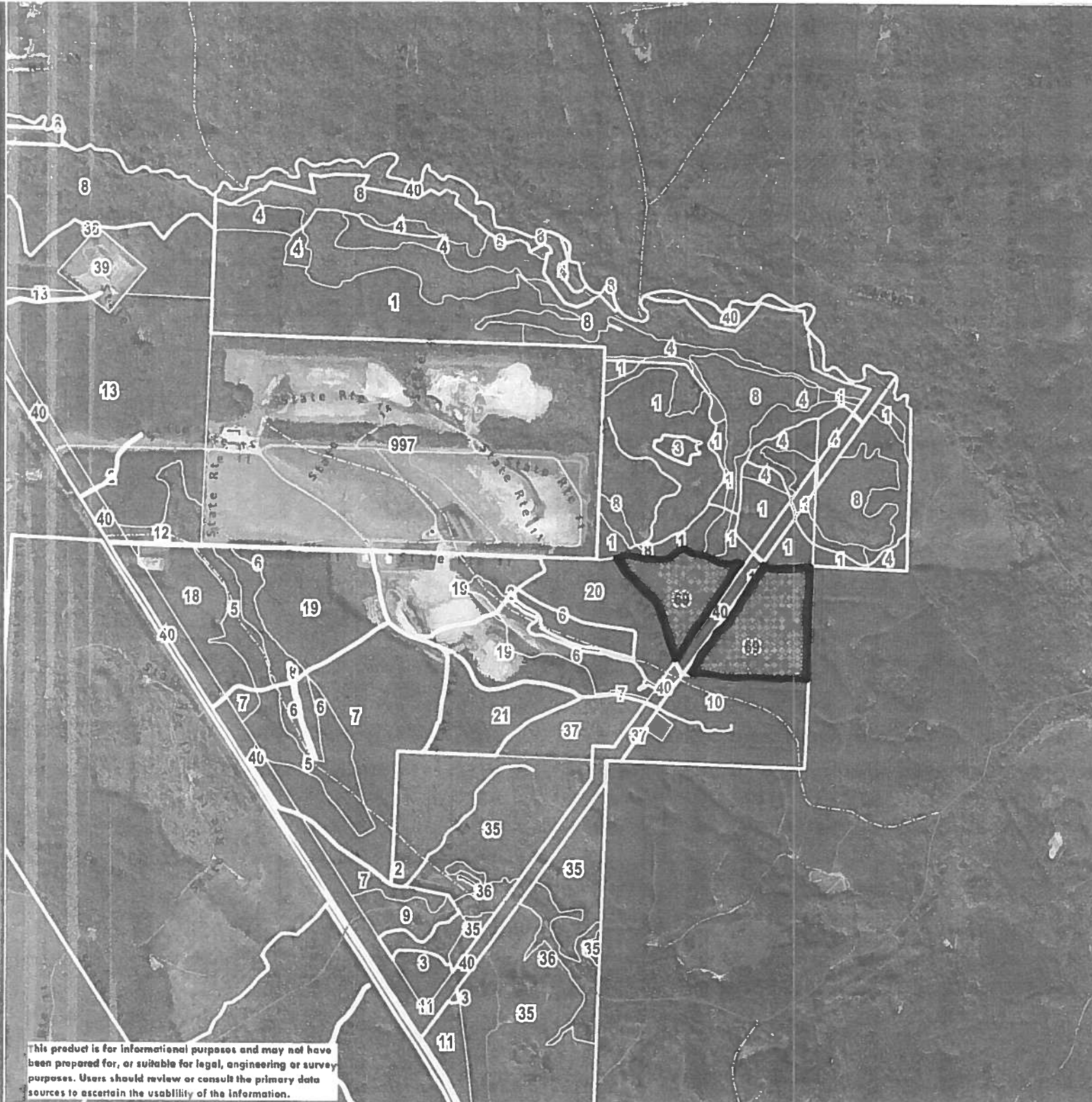


Jason Alexander (478) 533-0203  
jason.alexander@afmforest.com  
American Forest Management Inc.  
www.americanforestmanagement.com

Exhibit A



Reforestation - 75.1 ac.



This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering or survey purposes. Users should review or consult the primary data sources to ascertain the usability of the information.



AMERICAN FOREST  
MANAGEMENT

Juvenile Court Contract Attorney Agreements for FY21 as recommended by Judge Edwards. Each of these attorneys are currently under contract and the new contracts would be for the same amounts.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign Independent Contractor Agreements with Caralyn J. Huddleston at \$20,000 per year; David Jennings at \$45,000 per year; and Kameyan Sims at \$50,000 per year to provide for the defense of indigent persons appearing in the Houston County Juvenile Court. Each agreement will be effective July 1, 2020 and remain in effect until June 30, 2021. These agreements may be renewed from year to year subject to an annual review of performance conducted by the County in conjunction with the Juvenile Court.**



**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
CARALYN J. HUDDLESTON**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Caralyn J. Huddleston, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2020.

**WITNESSETH**

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning dependent children. Cases that are private matters (with no involvement of the Department of Family and Children Services) not scheduled on the regularly occurring Dependency Calendar day (i.e. Wednesday) are not subject to this contract.
- (b) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$20,000.00 per year for part-time legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$1,666.67, with the twelfth month rate being \$1,666.63. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance

and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation,

unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. Indemnification: Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. Contractor's Personnel: Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. Insurance: Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. Severability: Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Tommy Stalnaker

Title: Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration

CONTRACTOR

By:   
Caralyn J. Huddleston

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
DAVID JENNINGS**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and David Jennings, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2020.

**WITNESSETH**

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
- (b) Probation revocation proceedings in the Juvenile Court for Houston Judicial Circuit.
- (c) Direct appeals from a decision in the cases described above.

(d) To serve as guardian ad litem when required.

2. **Term:** Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. **Payment:**

(a) The County agrees to pay Contractor the sum of \$45,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$3,750.00. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.

(b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.

(c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. **Conflict of Interest or Scheduling Conflicts:** In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.



8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. **Insurance:** Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

By: \_\_\_\_\_  
Tommy Stalnaker

Title: Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration

CONTRACTOR

By:  \_\_\_\_\_  
David Jennings

**INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY AND  
KAMEYAN SIMS**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Kameyan Sims, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective July 1, 2020.

**WITNESSETH**

WHEREAS, the County and Contractor enter this agreement to provide for defense of certain indigent persons pursuant to constitutional and statutory requirements, as well as the requirements of Uniform Juvenile Court Rule 8.3; and

WHEREAS, the County is existing and operating under the laws and Constitution of the State of Georgia, with full power to enter into contracts and agreement with other entities; and

WHEREAS, the County, together with the Juvenile Court of Houston Judicial Circuit, establishes the procedure for providing legal representation to indigents appearing in Juvenile Court; and

WHEREAS, Contractor is qualified to provide effective and adequate legal representation to indigent persons appearing in Juvenile Court; and

WHEREAS, it is the intent of the parties to this Agreement to provide adequate and effective legal representation to indigent defendants consistent with all constitutional, statutory and Uniform Rule requirements.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained in this Agreement, it is agreed as follows:

1. Nature of Service: In accordance with the terms and conditions of this Agreement and with all applicable statutes and rules, Contractor agrees to provide legal representation to indigent defendants in the following courts and proceedings:

- (a) Cases in Juvenile Court for the Houston Judicial Circuit under the laws of the State of Georgia concerning complaints filed pursuant to Uniform Rule 4.1 concerning delinquent, unruly or dependent children.
- (b) Probation revocation proceedings in the Juvenile Court for Houston Judicial Circuit.
- (c) Direct appeals from a decision in the cases described above.

- (d) To serve as guardian ad litem when required.

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on July 1, 2020 and will end on June 30, 2021. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

(a) The County agrees to pay Contractor the sum of \$50,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$4,166.66, with the twelfth month rate being \$4,166.74. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be August 1, 2020. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.

(b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.

(c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance

and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

5. Duties: The Contractor agrees to the following duties:

- (a) **Counsel.** Contractor acknowledges that he/she is serving the role as Counsel and shall perform all such services in accordance with applicable case law, statutes, and codes regarding professional responsibility. He/she shall operate independently. Independent counsel shall be politically autonomous and free from influence, guidance or control from any other authority in the discharge of professional duties, within the bounds of the law and the Code of Professional Responsibility.
- (b) **Assignment.** The parties recognize that the assignment of cases to attorney is a matter entirely within the discretion of the Court. Contractor agrees that the nature and amount of work devoted to the defense of any individual defendant is a matter within the sole discretion of Contractor, and the amount of work in any case or group of cases will inevitably fluctuate over time. Contractor agrees to accept his or her proportionate share of indigent defense assignments in return for the flat rate compensation provided herein, and agrees that this Agreement provides reasonable compensation.

6. Termination of Agreement: Either party may terminate this Agreement without cause at any time upon thirty days written notice to the other party. As to matter pending before the Court, the judge will determine whether Contractor must continue representing those clients until the matter is finalized. This determination will be made on a case by case basis. Additionally, the County may terminate this Agreement at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of the Agreement to an extent that the delivery of services to clients is impaired and rendered impossible, or a willful disregard of the rights and best interest of clients under this Agreement such as leaves them impaired. Finally, the Juvenile Court Judge may remove Contractor from a particular case or further representation under this Agreement, pursuant to its plenary authority concerning the administration of justice.

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies. The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation,

unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

8. **Indemnification:** Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, attorney's fees caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Contractor, its agents, employee, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, or due to any breach of this Agreement by Contractor.

This indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the indemnitees. No settlement or compromise of any claim, loss or damage asserted against indemnitees shall be binding upon the indemnitees unless expressly approved by the indemnitees.

9. **Contractor's Personnel:** Contractor does hereby warrant to the County that he/she has no employees or personnel employed by him/her. County expects that Contractor will provide the legal services required under the Agreement personally, and must appear personally at all court appearances.

10. **Insurance:** Contractor does hereby acknowledge that she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect her from liability for malpractice/professional liability. Said limits of liability shall be at least \$1,000,000.00.

11. **Severability:** Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

12. **Agreement Modification:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

13. Confidentiality: The Contractor agrees to abide by all state and federal law, rules and regulations, as well as any County policies respecting confidentiality of an individual's records.

14. Force Majeure: Each party will be excused from performance under this Agreement to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Agreement nor a basis for termination for cause. If the services to be provided to the County are interrupted by a force majeure event, then the County will be entitled to an equitable adjustment to the fees and other payments due under this Agreement.

15. Taxes: Contractor shall forthwith pay all taxes lawfully imposed upon him/her with respect to this Agreement or any product delivered in accordance herewith. The County makes no representation whatsoever as to the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

16. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

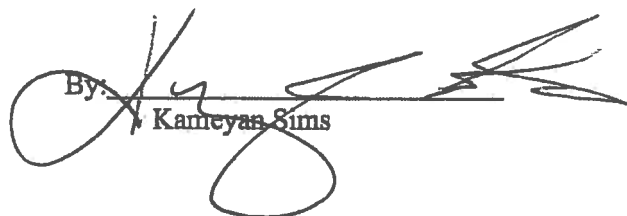
CONTRACTOR

By: \_\_\_\_\_  
Tommy Stalnaker

Title: Chairman

Attest: \_\_\_\_\_  
Barry Holland

Title: Director of Administration

By:  \_\_\_\_\_  
Kameyan Sims

**Summary of bills by fund:**

|                                      |                      |
|--------------------------------------|----------------------|
| • General Fund (100)                 | \$ 397,361.58        |
| • Emergency 911 Telephone Fund (215) | \$ 7,897.67          |
| • Fire District Fund (270)           | \$ 4,539.12          |
| • 2006 SPLOST Fund (320)             | \$ 4,250.00          |
| • 2012 SPLOST Fund (320)             | \$ 702,243.26        |
| • 2018 SPLOST Fund (320)             | \$ 218,144.58        |
| • Water Fund (505)                   | \$ 106,649.17        |
| • Solid Waste Fund (540)             | \$ <u>254,089.46</u> |
| Total for all Funds                  | \$1,695,174.84       |

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

- approve
- disapprove
- table
- authorize

**the payment of the bills totaling \$1,695,174.84**



FY21 Budget adoption.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign the FY21 Budget Resolution adopting the FY21 budget totaling \$132,314,022 as presented.**

**A Resolution Adopting  
The Fiscal Year 2021 Budget  
For Houston County**

**WHEREAS**, the Houston County Board of Commissioners has prepared a line-item budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021; and

**WHEREAS**, the Houston County Board of Commissioners has adhered to the provisions of O.C.G.A. Section 36-81-3, as amended; and

**WHEREAS**, a public hearing was held on June 8, 2020, and it is now in the best interest of the County that the budget be adopted,

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that the annual budget for Houston County for the fiscal year beginning July 1, 2020 and ending June 30, 2021, attached hereto and made a part hereof, is hereby approved and adopted in the amount of:

|                       |                   |
|-----------------------|-------------------|
| General Fund          | \$ 61,143,440     |
| E911 Telephone Fund   | \$ 4,483,801      |
| Fire District Fund    | \$ 2,938,378      |
| SPLOST Fund           | \$ 34,352,203     |
| Water Fund            | \$ 7,542,000      |
| Solid Waste Fund      | \$ 9,069,200      |
| Internal Service Fund | \$ 12,230,000     |
| Special Revenue Funds | <u>\$ 555,000</u> |
|                       | \$132,314,022     |

**BE IT FURTHER RESOLVED** that during the fiscal year beginning July 1, 2020 and ending June 30, 2021, the General Fund shall appropriate \$53,200 from prior year fund balance for the County's "Code Red" early warning communications system and outdoor siren maintenance. The Solid Waste Fund shall appropriate \$55,100 in prior year host fees for equipment to be transferred out to the General Fund. The Solid Waste Fund shall also appropriate \$378,363 in prior year fund balance for Closure/Post Closure of Landfill cells and other costs. Prior year SPLOST revenue in the amount of \$9,385,535 shall be appropriated for construction.

**BE IT FURTHER RESOLVED** that merit and longevity pay increases remain suspended for all employees.

**BE IT FURTHER RESOLVED** that any increase in appropriation for any department or salary line-item in excess of the approved budget shall require approval by the Board of Commissioners authorizing said funds to be expended.

**BE IT FURTHER RESOLVED** that any SPLOST expenditure exceeding \$2,500 shall require approval by the Board of Commissioners authorizing said funds to be expended.

This 16<sup>th</sup> day of June, 2020.

HOUSTON COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Tommy Stalnaker, Chairman

ATTEST: \_\_\_\_\_  
Barry Holland, Director of Administration