



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

October 15, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
October 15, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner McMichael

Pledge of Allegiance – Col. Dion Flynn, USAF Reserves

Recognition of GSFA Firefighter of the Year

Approval of Minutes from October 1, 2019

New Business:

1. Personnel Request (MIS / Computer Network Technician) – Commissioner Walker
2. City of Warner Robins Annexation Request (Struth / Houston Lake Road) – Commissioner Walker
3. City of Warner Robins Annexation Request (KenDom Enterprises, LLC / Houston Lake Road) – Commissioner Walker
4. Approval of Bid (Roads / Truck) – Commissioner McMichael
5. Approval of Bid (Moss Oaks Road Improvement Project) – Commissioner McMichael
6. Memorandum of Agreement (Middle Flint Area CSB / Accountability Court) – Commissioner Robinson
7. Sales Contract (Debra Cherry / Lake Joy Road) – Commissioner Robinson
8. Acceptance of Grant (GEMA-HS / GSAR Equipment) – Commissioner Robinson
9. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

10. Executive Session for Attorney / Client matters per O.C.G.A. § 50-14-2(1)

Motion for Adjournment



A Proclamation Recognizing Joseph LeMaster as the 2019 GSFA Firefighter of the Year

WHEREAS, the Georgia State Firefighters Association (GSFA) recognized Joseph LeMaster as recipient of the 2019 Firefighter of the Year at the organization's 2019 Georgia Fire Service Conference awards ceremony and is the highest honor presented by the association, and.

WHEREAS, LeMaster started his firefighter career in 2001 at the Central Joint Fire Department in Ohio. After moving to Georgia in 2005, he began working his way through the ranks at the Houston County Fire Department (HCFD) where he now serves as a Lead Instructor, and

WHEREAS, as proof of his leadership and management skills, during Hurricane Michael, LeMaster led a six-man fire and rescue response team putting in over 96 hours of work ensuring the safety of our community and LeMaster spearheaded development of the HCFD response plan allowing for the integration of his department and the Houston Medical Center Emergency Medical Service team in the case of a natural disaster.


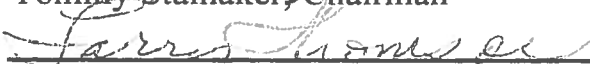


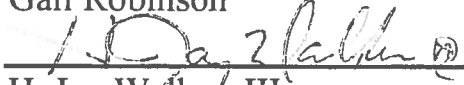
NOW, THEREFORE, BE IT PROCLAIMED that the Houston County Board of Commissioners expresses its appreciation and thanks to Firefighter Joseph LeMaster for his and the other firefighters with the Houston County Fire Department who work tirelessly, relentlessly and around the clock to save lives and help others.

AND, BE IT FURTHER PROCLAIMED, that the Board of Commissioners of Houston County recognize Firefighter Joseph LeMaster as the 2019 GSFA Firefighter of the Year and wish him continued safety and success as a firefighter with the Houston County Fire Department.

SO PROCLAIMED this 15th day of October, 2019

Attested By:


Barry Holland,
Director of Administration


Tommy Stalnaker, Chairman

Larry Thomson

Tom McMichael

Gail Robinson

H. Jay Walker, III

MIS Director Gail O'Quinn is requesting to hire Hector Rios Soriano for the vacant Computer Network Technician position at a Grade 15-B. Mr. Soriano does possess the necessary experience and qualifications to qualify for the B-step.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the hiring of Hector Rios Soriano to the vacant Computer Network Technician position at a Grade 15-B effective October 16, 2019.



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: October 4, 2019
Re: Hector Rios Soriano – Computer Network Tech

Gail O'Quinn is requesting to hire Hector Rios Soriano for the vacant position of Computer Network Technician. Mrs. O'Quinn is requesting to hire at a Grade 15 step B or \$37,752.00 effective October 16, 2019. I have reviewed Mr. Rios Soriano's qualifications and he does meet the requirements for the "B" step. Please consider this request.

HOUSTON COUNTY APPLICATION FOR EMPLOYMENT

It is the policy of Houston County to select new employees and to promote current employees without regard to race, sex, religion, national origin, marital status or disability.

INSTRUCTIONS: You must answer all items on this application fully and accurately. The information that you give will be used in determining your qualifications and rating for employment. If an item does not apply to you, or if there is no information to be given, write the letters "N/A" for Not Applicable. **PRINT IN INK OR TYPE.** A resume may be attached **BUT WILL NOT** be accepted in lieu of this application. In order to be assured consideration for employment, your application must be received no later than the closing date of the vacancy announcement.

Position(s) Desired: (1) Computer and Network Tech (2) (3)	Date: 9/27/19
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary	Salary Desired: 45000

PERSONAL DATA

Name: Last First Middle Rios Soriano Hector	Social Security Number [REDACTED]
--	--------------------------------------

Address:	No. & Street	Apt. No.	City, State, Zip
[REDACTED]			

Telephone Numbers: Home: [REDACTED] Business: [REDACTED]	Are you between the ages of 17 and 70? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

U. S. Citizen or Permanent VISA
 Yes No If no, give work permit number: _____

Have you ever been convicted of a crime other than a minor traffic violation? (A conviction does not automatically exclude you from employment consideration) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain on a separate sheet.	Do you have a relative working for the county? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give name(s) and relationship.
---	---

Have you ever been employed by Houston County? Yes No If yes, give dates, location and job classification: _____

Do you possess a valid motor vehicle Driver's License? Yes No Class C Lic No. [REDACTED]

EDUCATION

	Name and Location	From Mo/Yr.	To Mo/Yr	Highest Grade Completed	Did You Graduate	Type Degree	Major	Date Degree Obtained or To Be Obtained
High School	Flowery Branch High		5/2009	12	YES			
College(s) (Other if Applicable)	Middle GA State University	8/2009	8/2013	4 years	YES	Bachelor's	IT	8/2013
Graduate School								

MILITARY

Branch of U.S. Service _____ From Mo/Yr. _____ To Mo/Yr. _____ Rank _____

Major Duties: (Explain on separate sheet) _____

Honorable Discharge: _____ Yes _____ No (If no, explain on separate sheet)

Service Schools or special training (Explain on separate sheet) _____

Do you have a Reserve Obligation? _____ Yes _____ No (If yes, please describe) _____

EMPLOYMENT HISTORY: Please provide a complete employment history, listing all positions held, including military, part-time, summer, and volunteer. It is most important that you provide exact dates of employment, exact title or position, and detailed description of duties. If you held more than one position with an employer, please treat each position separately. This information will help determine eligibility. If submitting a resume, complete all information except Job Duties.

Were you ever discharged or asked to resign from any position? Yes No May we contact your present employer Yes No

(Begin with your present or most recent employer)

Name of Employer Southeast Regional Technology Group		Address 3985 Arkwright Rd, Ste 106 Macon, GA 31210	
Employment Dates (mo/yr) from 08 / 13 to Present /	Salary 40 hrs/wk Starting: \$ 30000 per YR Present: \$ 35000 per YR	Name and Title of Supervisor Bud Hall	Telephone Number
Position Title Computer and Network Technician		Job Duties <ul style="list-style-type: none"> • Maintaining and configuring network equipment, such as: ethernet switches, firewalls, routers, and wireless controllers for AP management • Supporting and maintaining LAN, VLAN, and VoIP • Assembling and performing computer hardware installation and replacement • Providing help desk support, including virus removal, data recovery, and backup • Serving as an escalation point for troubleshooting hardware and software issues • Providing support over the phone, remote desktop, or on-site support 	
Reason for Leaving distance			
Name of Employer		Address	
Employment Dates (mo/yr) from / to /	Salary hrs/wk Starting: \$ per Present: \$ per	Name and Title of Supervisor	Telephone Number
Position Title		Job Duties	
Reason for Leaving			
Name of Employer		Address	
Employment Dates (mo/yr) from / to /	Salary hrs/wk Starting: \$ per Present: \$ per	Name and Title of Supervisor	Telephone Number
Position Title		Job Duties	
Reason for Leaving			

REFERENCES

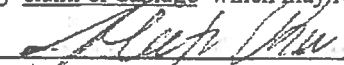
List three references (NOT minors, relatives or former employers) who have known you well during the past few years.

NAME	ADDRESS	OCCUPATION	PHONE NO.	NO. YEARS KNOWN
Jennifer Carbajal		Teacher		10
Cheryl L. Young		Doctor		3
Joe Senter		Pastor		8

CERTIFICATION AND AUTHORIZATION FOR RELEASE OF INFORMATION

I CERTIFY that the information given by me in this application is true and complete to the best of my knowledge knowing that any false information, misrepresentation, or concealment of fact is sufficient grounds for my application to be rejected or, if employed, my employment terminated.

I UNDERSTAND AND AGREE that all information furnished in this application may be verified by the County. I further understand that any offer of employment may be revoked in the event a drug test, given by the County discloses information on me which is considered disqualifying. I hereby authorize all individuals and organizations named or referred to in this application and any law enforcement organization to give the Houston County Government all information relative to my employment, education and character, and hereby release such individuals, organizations, and Houston County from any liability for any claim or damage which may result.


Signature

9/27/19
Date



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)

NEW HIRE ABOVE MINIMUM STEP ACKNOWLEDGEMENT

It is fully understood that I am requesting to hire Hector Rios Soriano at a step above the minimum "A" step and I may have employees in the same position with more longevity that are making less than this new employee.

Gael Osburn

Elected Official/Department Head Signature

10/4/19

Date

B. Hood

Director of Administration

10/7/19

Date

Debbie Struth has requested annexation into the City of Warner Robins for a property totaling 0.644 acres (Tax Parcel No. 00074E 166000) located on Houston Lake Road south of Chantilly Drive. The property is currently zoned County C-1 and the proposed zoning upon annexation would be Warner Robins C-1. The property is contiguous to the existing city limits of Warner Robins. Although not a current customer, County water is available to the property.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

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

Tax Parcel No. 00074E 166000 totaling 0.644 acres located on Houston Lake Road south of Chantilly Drive.

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

Received

September 24, 2019

SEP 27 2019

MAYOR
Randy Toms

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

Houston County Commissioners
Warner Robins, GA

**MEMBERS OF
COUNCIL**

Post 1
Daron Lee
Post 2
Carolyn Robbins
Post 3
Keith Lauritsen
Post 4
Tim Thomas
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins – property totaling 0.644 acres located at S Houston Lake Road - Tax Parcel No., [00074E 166000]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for annexation, pursuant to O.C.G.A. §36-36-20, *et seq.* (Article II or 100% Application Method). The owner of this property, who has filed a written request for annexation, is Debbie Struth. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is C-1 [Neighborhood Commercial District][County], and the proposed zoning and land use for this tract upon annexation is C-1 [Neighborhood Commercial District][City], under the zoning ordinance of the City of Warner Robins.

**INTERIM
CITY CLERK**
Kim Demoonie

CITY ATTORNEY
Fred Graham

OF COUNSEL
James E. Elliott, Jr.

Respectfully,

City of Warner Robins, Georgia

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

cc: Barry Holland, County Administrator
Fred Graham, City Attorney
James E. Elliott, Jr., *of counsel*

APPLICATION

Property Owner(s) Name: Debbie Struth Cellphone: 4787371619

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

Property Owner(s) Address: 108 Sulec Emigan Dr

Boncuire Ga 31055

Applicant's Name: _____ Cellphone: _____

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

Applicant's Address: _____

Property Information

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

ADDRESS/LOCATION: 5 Houston Lake Rd

Tract#: _____ Parcel#: 10A-98 Land Lot(s): 120 Land District#: 5th

County: Houston Tax Parcel#: 00074E 166000 Total Acres: .64

Survey Prepared by: Scarborough Land Surveyors Dated 10/2/1991

Recorded in Plat Book#: 51 Page#: 181

Present Zoning: C-1 Requested Zoning: C-1

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

To facilitate a driveway
entrance to property

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: _____

Is sewer service available? Yes No Jurisdiction: Warner Robins

Authorization:

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

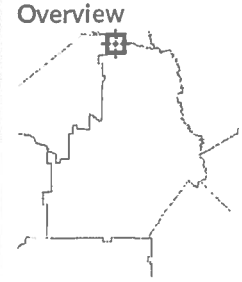
This form is to be executed under oath. I, Debbie Struth, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This _____ day of _____ 20____.

Owner/Applicant Signature _____

Print Name _____

STAMP DATE RECEIVED:
[Empty box for stamp]



Legend
 Parcels
 Roads

Parcel ID	00074E 166000	Owner	STRUTH DEBBIE	Last 2 Sales			
Class Code	Commercial		108 JULEE EMILYN DR	Date	Price	Reason	Qual
Taxing District	County		BONAIRE GA 31005	10/7/1991	\$40500	36	U
	County	Physical Address	HOUSTON LAKE RD				
Acres	0.64	Assessed Value	Value \$118700				
		Land Value	Value \$118700				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 9/24/2019
 Last Data Uploaded: 9/24/2019 6:02:05 AM

Developed by  **Schneider**
 GEOSPATIAL

Bernard Joerger, on behalf of KenDom Enterprises LLC, has requested annexation into the City of Warner Robins for a property totaling 1.2 acres (Tax Parcel No. 000770 00400) located at 1256 Houston Lake Road. The property is currently zoned County C-2 and the proposed zoning upon annexation would be Warner Robins C-2. The property is contiguous to the existing city limits of Warner Robins. County water and garbage is available to the property.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

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

Tax Parcel No. 000770 004000 totaling 1.2 acres located at 1256 Houston Lake Road.

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

Received

September 24, 2019

SEP 27 2019

MAYOR
Randy Toms

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

Houston County Commissioners
Warner Robins, GA

**MEMBERS OF
COUNCIL**

Post 1
Daron Lee
Post 2
Carolyn Robbins
Post 3
Keith Lauritsen
Post 4
Tim Thomas
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins – property totaling 1.2 acres located at 1256 S Houston Lake Road - Tax Parcel No., [000770 004000]

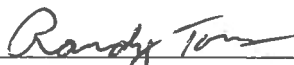
Dear Commissioners:

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

**INTERIM
CITY CLERK**
Kim Demoone
CITY ATTORNEY
Fred Graham
OF COUNSEL
James E. Elliott, Jr.

Respectfully,

City of Warner Robins, Georgia

By: 
Randy Toms, Mayor
For the Mayor and Council

cc: Barry Holland, County Administrator
Fred Graham, City Attorney
James E. Elliott, Jr., *of counsel*

APPLICATION

Property Owner(s) Name: Bernard Joerger Cellphone: 478-973-8127

Company Name (if applicable): Kendom Enterprises LLC Office Phone: 478-225-9830

Property Owner(s) Address: 1256 S Houston Lake Rd Warner Robins GA
31088

Applicant's Name: Bernard Joerger Cellphone: 478-973-8127

Company Name (if applicable): Kendom Enterprises LLC Office Phone: 478-225-9830

Applicant's Address: 208 Jubilee Circle Bonaire GA 31005

Property Information

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

ADDRESS/LOCATION: 1256 S Houston Lake Rd Warner Robins GA 31088

Tract#: A Parcel#: 770/004 Land Lot(s): 190 Land District#: 10th

County: Houston Tax Parcel#: 770/004 Total Acres: 1.20

Survey Prepared by: Bryant Engineering Dated 08/31/2018

Recorded in Plat Book#: 80 Page#: 95

Present Zoning: C2 Requested Zoning: C2

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

Build 60x80 foot print building. Three stories
high to provide additional warehouse and office
space for Comfort Air Cooling and Heating.

Infrastructure Information:

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

Is sewer service available? Yes No Jurisdiction: Houston county

Authorization:

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

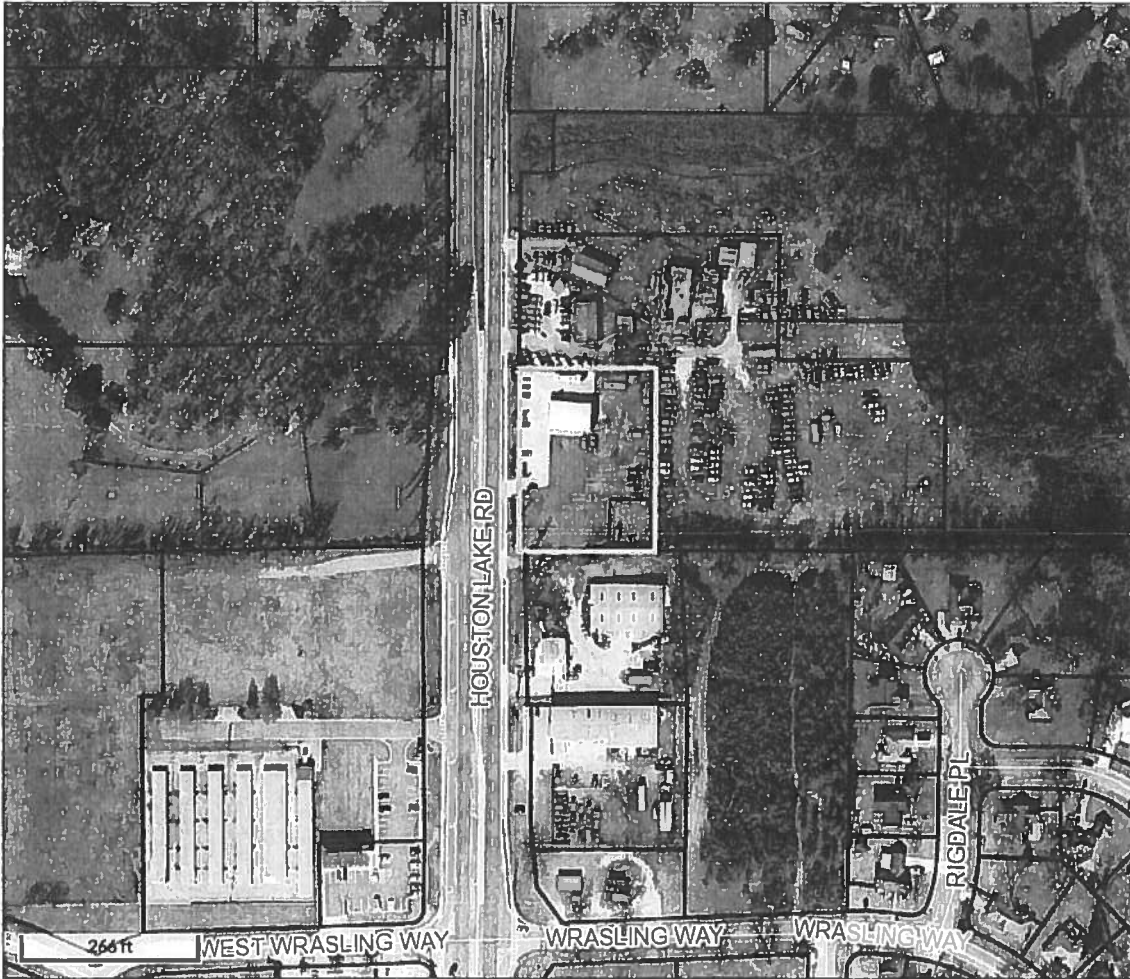
This form is to be executed under oath. I, Bernard Joerger, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 20 day of September 2019.

Owner/Applicant Signature [Signature]

Print Name Bernard Joerger

STAMP DATE RECEIVED:



Overview



Legend

-  Parcels
-  Roads

Parcel ID	000770004000	Owner	KENDOM ENTERPRISES LLC	Last 2 Sales			
Class Code	Commercial		208 JUBILEE CIRCLE	Date	Price	Reason	Qual
Taxing District	County	Physical Address	BONAIRE GA 31005	7/17/2018	\$177500	FM	Q
	County		1256 S HOUSTON LAKE RD	11/4/2016	\$180000	FM	Q
Acres	1.2	Assessed Value	Value \$177500				
		Land Value	Value \$153300				
		Improvement Value	Value \$65300				
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 9/24/2019
 Last Data Uploaded: 9/24/2019 6:02:05 AM

Developed by  **Schneider**
 GEOSPATIAL

Bids were solicited for one new 2-ton extended cab truck and chassis for use in the Roads Department with four dealers responding. Staff recommends award to low bidder Brannen Ford for a Ford F-550 cab and chassis in the amount of \$41,991.90. This vehicle will replace the sign truck and will utilize the current truck's bed.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of one new 2020 Ford F-550 2-ton extended cab truck and chassis for use in the Roads Department from Brannen Ford of Perry at a cost of \$41,991.90. SPLOST 2012 will fund the purchase of this vehicle.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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

MARK E. BAKER
PURCHASING AGENT

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: October 9, 2019
SUBJECT: Purchase of One (1) 2020 Two Ton Extended Cab & Chassis
(Bid # 20-13)

The Purchasing Department solicited prices for One (1) New 2020 Two Ton Extended Cab & Chassis in September 2019. This vehicle will be used by the Houston County Roads & Bridges Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the Two Ton Extended Cab & Chassis from Brannen Ford of Perry at a price of \$41,991.90 will be charged to the 2012 SPLOST account 320-4200-54.2200.

Bid #20-13: ONE (1) 2020 Two Ton Extended Cab & Chassis For Houston County Roads & Bridges Department

<u>Company</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Bid Amount</u>
Brannen Ford of Perry	2020	Ford	F-550	\$41,991.90
Nextran	2020	Ford	F-550	\$42,854.00
Middle GA Freightliners	2020	Isuzu	NV3	\$53,338.00
Gilbert Truck Center	2020	Hino	195 DC	\$57,972.56

5

Bids were solicited for the Moss Oaks Road improvement project with four contractors responding. Staff recommends award to low bidder Reeves Construction in the amount of \$2,095,814.50.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Moss Oaks Road improvement project to Reeves Construction of Macon in the amount of \$2,095,814.50. This is a 2012 SPLOST funded project.



MEMORANDUM

To: Houston County Board of Commissioners

From: Ronnie Heald

Date: Tuesday, October 8, 2019

RE: Bid Recommendation for 2012 SPLOST Road Improvement Project
Moss Oaks Road Improvement (CW12-05, Bid No. 20-4)

Bids were received on Thursday, October 3, 2019 at 10:00 am at Public Works for the above referenced project. The bidders list is presented below.

<u>Firm Name</u>	<u>Proposal Amount</u>
C. W. Matthews	\$2,500,580.66
Everett Dykes Grassing	No Bid
McCoy Grading	\$2,901,787.30
Reeves Construction	\$2,095,814.50
Southeastern Site Development	\$3,032,429.57

Based on the evaluation scores, the Engineering Department recommends the selection of **Reeves Construction**, to perform the construction at the bid price of **\$2,095,814.50**.

Under this agreement between the County, the Middle Flint Area Community Service Board, and the Mental Health Accountability Court, the Middle Flint CSB will provide treatment services to offenders with mental health and substance abuse issues. The Middle Flint CSB will operate as a contractor to the court providing these services and the Mental Health Accountability Court grant will cover the cost. The County previously contracted for these services through the Phoenix Center CSB.

Motion by _____, second by _____ and carried _____ to

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

Chairman Stalnaker to sign a Memorandum of Agreement between Houston County and Middle Flint Community Service Board for the purposes of providing contracted clinical treatment services for the Mental Health Accountability Court. The agreement term will expire June 30, 2020. Payment under this agreement will come from the Mental Health Accountability Court grant.

MEMORANDUM OF AGREEMENT

STATE OF GEORGIA

HOUSTON COUNTY

THIS AGREEMENT is made and entered into this 26th day of June 2019, by and between Houston County, Georgia, a political subdivision of the State of Georgia (“County”) and Middle Flint Area Community Service Board (“Contractor”).

WITNESSETH:

WHEREAS, Houston County wishes to engage the services of Middle Flint Area Community Service Board (Contractor), for the purposes and during the time set out below; and,

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

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

1. Designation of Contractor. Said Contractor represents that they are qualified to perform the duties of Therapeutic Counseling Services, Healthcare Education, Case Management, Clinical Evaluations, and have a Physician to Prescribe and Monitor Appropriate Medications.
2. Services Provided by Contractor. Contractor shall provide services agreed to by Houston County and the Contractor in cooperation with program staff. The services to be provided by the Contractor shall include, but are not limited to, the following:

MIDDLE FLINT AREA COMMUNITY SERVICE BOARD agrees to:

- a) Schedule an appointment within 24 hours of a referral to the Mental Health Court for a clinical evaluation by a licensed counselor using multiple screening tools (TCU DS-II, CMHS for Men or Women as appropriate, and a clinical interview that addresses mental health and substance abuse issues) to rule in/out the presence of a severe and persistent mental illness. Efforts will be made to conduct the evaluation within 10 business days of the referral.
- b) Attend treatment team meeting and participate in eligibility and compliance reviews, with the goal of maximizing participation and outcomes.
- c) All participants will be scheduled for an intake interview within two days of being accepted into the program, to determine specific needs ie., counseling, detox, medication and design an Individual Counseling Plan (ICP).
- d) Provide appropriate counseling services to include but not limited to: Individual Therapy, Anger Management, Relapse Prevention, Criminal Addictive Thinking, Trauma Focused, Moral Reconciliation Therapy (MRT), Motivational Interviewing, Psycho Education Groups that include Transitional Skills and Co-Occurring, Peer Program, SAIOP Groups, and Inpatient Substance Abuse Programs.
- e) Within 24 hours have doctor's appointment scheduled for new participants. Efforts will be made to have the participant seen by the doctor within 5 business days of said participant being accepted into program.
- f) Each new participant will be referred to case management within 24 hours and efforts will be made to have a case manager assigned to new participant within 7 business days of being accepted into the program. Each new participant shall have

at least one meeting with new said case manager before the next scheduled court date.

- g) When clinically appropriate, the participant shall be placed into the Motivational Interviewing group, Peer Program, or SAIOP. Efforts will be made to do so within 5 business days of entering into the program.
- h) Provide gender specific treatment if necessary.
- i) Provide Mental Health Court Coordinator weekly updates on each participant's attendance at appointments, compliance with treatment recommendations progress and current medication and medication compliance. Such updates shall be entered in the web based case management system utilized by the court.
- j) Appear in court and treatment team meetings.
- k) Other duties as required by the Mental Health Court Coordinator or Judge Katherine K. Lumsden.
- l) Accept donations and put all donations in the Center's operating account under a separate cost center and line item. All donations will only be used for items approved by Accountability Court Team for the Houston County Accountability Court. If the Accountability Court is discontinued, the Accountability Court Team will make the decision of how the remaining funds shall be utilized or donated.

3. Classification of Contractor. The relationship between Houston County and Contractor shall be that of an independent contractor. Nothing in this Agreement is intended nor shall it be construed to create an agency relationship, an employer-employee relationship, or a joint venture relationship between Contractor and Houston County, nor between Contractor and the State of Georgia merit System or the Superior Courts of Houston

Judicial Circuit. Nothing in this agreement shall prohibit Houston County from utilizing other independent contractors for the same services as written in this agreement. As such, Houston County shall not be liable or responsible for any acts and/or omissions of Contractor with respect to the services to be provided by Contractor hereunder. Further, Contractor agrees to release, indemnify and hold harmless Houston County and each of its staff members, employees, officers, directors, agents and representatives (“Indemnitees”) from and against all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgements, and settlements caused or alleged to be caused in whole or in part by any act or omission by Houston County or by any act or omission by any Indemnitee arising out of contractor’s provision of services as set forth in the Agreement.

4. Compensation. Middle Flint Area Community Service Board will bill the court participant or their third party payer for services requested by Houston County.
5. Duration of Contract. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of termination to the other party. Unless terminated by either party in the manner provided above, the duration of this contract will be for the period of July 1, 2019 to June 30, 2020.
6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to the Agreement shall be binding upon the parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

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

- a) Arrest for a felony offense.
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse.
- c) Acts involving moral turpitude.
- d) Fraternalization outside the professional context with any participant of the Program.
- e) Conduct detrimental to the goals of the Program in the sole discretion of the Superior Court.
- f) Inability to provide contracted services.

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

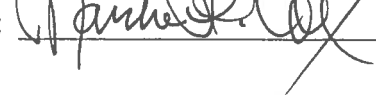
HOUSTON COUNTY, GEORGIA

BY: _____
Chairman, Houston County Board of Commissioners

CONTRACTOR

BY: 

CEO, Middle Flint Area Community Service Board

WITNESS: 

In order to acquire land adjacent to land purchased earlier by the Board for the new Lake Joy Road Fire Department facilities the Board of Commissioners would like to purchase a tract of land of 0.43 acres from Debra D. Cherry. The purchasing of this land will give more room for a driveway entrance/exit for the firehouse.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Sales Contract with Debra D. Cherry in order to purchase a tract of land of 0.43 acres adjacent to the land purchased earlier by the Board for the new Lake Joy Road Fire Department facilities and to further authorize the payment of the purchase price of Seventy Three Thousand Five Hundred Dollars (\$73,500.00) and closing costs associated with the purchase and authorizing the Chairman to sign all closing documents.

The property is more particularly described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 136 of the Tenth Land District of Houston County, Georgia, being known and designated as Lot 5, containing 0.43 acres, more or less, according to a plat of survey of record in Plat Book 33, Page 85, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

SALES CONTRACT

THIS AGREEMENT, made and entered into this 7 day of Oct. 2019, between, **DEBRA D. CHERRY**, hereinafter referred to as "Seller", and, **BOARD OF COMMISSIONERS OF HOUSTON COUNTY** of Houston County, Georgia, hereinafter referred to as "Purchaser".

WITNESSETH

Now therefore in consideration of the mutual benefits to be derived between the parties herein, they do hereby agree as follows:

1. Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions hereinafter set forth, the following described property, to wit:

See Exhibit "A", attached hereto and by reference made a part hereof.

together with all fixtures and all plants, trees, and shrubbery now on the premises, and all fencing and gates appurtenant to the Property.

2. The purchase price of said property shall be Seventy Three Thousand Five Hundred and no/100 Dollars (\$73,500.00). Said amount shall be paid as follows: All cash at closing. Purchaser has paid to the Seller \$N/A () cash () check, receipt of which is hereby acknowledged as earnest money, which is to be credited to the Purchaser at closing.

3. Seller(s) and Purchaser(s) agree that the closing costs associated with this transaction shall be paid as follows: Purchaser will pay all closing costs, not otherwise identified herein and pre-paid items.

4. Purchaser(s) shall take possession of the property on the day of closing.

5. Seller agrees to furnish a marketable title to said property and agrees to convey said property by General Warranty Deed to Purchasers at the time the sale is consummated, subject to: (1) All valid restrictions of record; (2) Zoning ordinances affecting the same; (3) Encumbrances as specified in this contract; (4) restrictive covenants applicable to said property.

6. The Purchaser shall have reasonable time after acceptance of this contract in which to have the title to said property examined by an attorney and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have fifteen (15) days after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy all valid objections within said time, then at the option of the Purchaser evidenced by written notice to Seller, this contract shall be null and void.

7. The Georgia Real Estate Transfer tax will be paid by the Purchaser.

8. Property taxes will be prorated as of the date of closing.

9. This Contract constitutes the entire and sole agreement between the Parties and no modifications of this contract shall be binding unless attached hereto and signed by all of the parties to this agreement. No representations, promises or inducements not included in this contract shall be binding upon any party hereto, their heirs, successors, administrators, executors and assigns.

10. Should Purchaser or Seller default in the performance of this contract, the non-breaching parties' remedy for such default shall be the retention or return of all earnest money paid as liquidated damages. The parties hereby acknowledge and agree that there is difficulty in ascertaining damages in such circumstances.

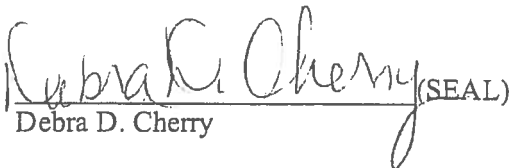
11. Time is of the essence of this contract; Sellers and Purchasers agree to execute any and all documents necessary to fulfill the terms of this contract as expeditiously as possible, subject to the requirements of the State of Georgia as set out herein. This sale shall be closed on or before December 31, 2019.

12. Purchaser, its agents, or representatives, at Purchaser's expense and at reasonable times during normal business hours, shall have the right to enter upon the property for the purpose of inspecting, examining, testing and surveying the property. Purchaser assumes all responsibility for acts of itself, its agents, or representatives in exercising its right under this paragraph and agrees to hold Seller harmless for any damages resulting therefrom.

13. This agreement shall be binding on the parties hereto, their heirs, representatives, successors and assigns, and no additions or deletions shall be binding on the parties unless reduced to writing and signed by the parties herein.

This agreement is entered into the day, month and year first written above.

SELLER:

 (SEAL)
Debra D. Cherry

PURCHASER:

Board of Commissioners of Houston
County

By: _____ (SEAL)
Tommy Stalnaker, Chairman

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 136 of the Tenth Land District of Houston County, Georgia, being known and designated as Lot 5, containing 0.43 acres, more or less, according to a plat of survey of record in Plat Book 33, Page 85, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes

The above described property is conveyed subject to, but no limited to, the following:

1. Restrictive covenants of record in Deed Book 806, Page 343, Clerk's Office, Houston Superior Court.
2. Forty foot building line restriction.

Georgia Emergency Management and Homeland Security Agency (GEMA-HS) grant funds are available and have been awarded to Houston County in the amount of \$52,520. This funding is intended for GSAR equipment sustainment and would be used to replace older firefighter air packs. If accepted, the State will purchase the identified equipment for use on the GSAR truck and will drop ship those items to the County. There are no required match funds attached to this grant.

Staff recommends acceptance of the \$52,520 in grant funds.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an agreement with the Georgia Emergency Management and Homeland Security Agency accepting Grant #54 in the amount of \$52,520 to be utilized for GSAR equipment sustainment.



**FISCAL YEAR 2019
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Houston (county)

GRANT: #54

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2019 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$52,520.00 to Houston (county) as Subrecipient, in accordance with the Fiscal Year 2019 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **Homer Bryson, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

9

Summary of bills by fund:

• General Fund (100)	\$ 312,906.45
• Emergency 911 Telephone Fund (215)	\$ 6,000.08
• Fire District Fund (270)	\$ 2,588.03
• 2006 SPLOST Fund (320)	\$ 94,462.18
• 2012 SPLOST Fund (320)	\$ 380,346.89
• 2018 SPLOST Fund (320)	\$ 60,733.30
• Water Fund (505)	\$ 106,205.83
• Solid Waste Fund (540)	<u>\$ 192,542.50</u>
Total for all Funds	\$1,155,785.26

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$1,155,785.26

Executive Session for Attorney / Client matters per O.C.G.A. § 50-14-2(1)