



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

October 20, 2020

5:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
October 20, 2020
5:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation - Commissioner Walker

Pledge of Allegiance

Approval of Minutes from October 6, 2020

New Business:

1. City of Perry Annexation Request (Hwy. 127 & Talton Road) – Commissioner Walker
2. SPLOST Funds Disbursement (Airport Authority / Construction) – Commissioner Walker
3. Construction Manager Selection (Government Building Project) – Commissioner Thomson
4. Intergovernmental Agreement (Perry / Emergency Fuel Supply) – Commissioner Thomson
5. Additional Services Agreement (Owen Lewis Consulting / CMS-JMS Project) – Commissioner Thomson
6. Emergency Storm Drain Repairs Request – Commissioner McMichael
7. Second Reading & Public Hearing on Ordinance Amendment (Chapter 50 – Solid Waste) – County Attorney Hall / Commissioner McMichael
8. Inmate Work Detail Contracts (McEver & Dooly) – Commissioner McMichael
9. Professional Services Agreement (JMA Architecture / Jail HVAC) – Commissioner Robinson
10. Acceptance of Grant (VOCA /Solicitor/General) – Commissioner Robinson
11. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

Motion for Adjournment

Chad Bryant, on behalf of Wes Smith – Smithfield Chase Developers, has requested annexation into the City of Perry for properties totaling 49.57 acres (Tax Parcel 001050 100000 for 38.91 acres and Tax Parcel 001050 089000 for 10.66 acres) located at the southeast corner of the intersection of Hwy. 127 and Talton Road. Both properties are currently zoned County R-1 and the proposed zoning upon annexation is Perry R-3 (Multi-Family Residential). Initially, the application requested the 10.66 acres as Perry C-2, but the City has since received a revised application requesting both properties be annexed at R-3. The properties are contiguous to the existing city limits of Perry and are currently undeveloped.

Motion by _____, second by _____ and carried _____ to

- concur
- non-concur
- table

with a City of Perry annexation request for the properties described as:

Tax Parcel 001050 100000 for 38.91 acres and Tax Parcel 001050 089000 for 10.66 acres located at the southeast corner of the intersection of Hwy. 127 and Talton Road as shown on a plat drawn by McLeod Surveying as Tract A and Tract A-1 respectively.



Where Georgia comes together.
Department of Community Development

Received

OCT 7 2020

Houston County Commissioners
Warner Robins, GA

October 6, 2020

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

CERTIFIED MAIL

Dear Commissioners,

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

Property is located on Talton Road and Hwy 127

Parcel (HC 1050 08900) 10.66 acres

Legal description as attached labeled Exhibit A

Current zoning for the property within Houston County is R-1. The request is for annexation and rezoning into the City of Perry for R-3, Multi-Family Residential. The property is currently undeveloped and is proposed for single family residential.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, November 17, 2020 at the Perry Arts Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

Enclosures

REVISED
APPLICATION



Where Georgia comes together.

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

Application # Anny 157-
2020
RENSED

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Chad Bryant, Bryant Engineering	Wes Smith, Smithfield Chase Developers
*Title	President	Owner
*Address	906 Ball Street, Perry, GA 31049	2619 GA Hwy 127, Kathleen, GA 31049
*Phone	478-224-7070	478-954-3477
*Email	chad@bryantengllc.com	wsmith@gfbinsurance.com

Property Information

*Street Address or Location	Talton Road NW 10-71 acres (Hwy 127)
*Tax Map #(s)	10J0029000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current County Zoning District	R-1	*Proposed City Zoning District	E-2 R-3
*Please describe the existing and proposed use of the property			
Current use - farmland			
Proposed use - E-2 R-3			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No
 If yes, please complete and submit the attached Disclosure Form.

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

9. Signatures:

*Applicant	*Date 9/19/20
*Property Owner/Authorized Agent	*Date

Standards for Granting a Zoning Classification * See attached letter *

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 7/17/20

For Office Use (receipt code 204.1)

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	County Notification
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action



Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

September 18, 2020

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Annexation & Rezoning
Talton Road Development – Additional 10.71 Acres (R-3)
Project #0636-005**

Dear Mr. Wood,

Please see attached application and plat for annexation and rezoning for 10.71 acres located on Talton Road. Below are the Standards for Granting a Zoning Classification (Page 2 of application).

1. No Covenants are currently in place
2. Property to the south is currently zoned R-3.
3. The proposed zoning is for residential use and the property is within a transitional area from farmland to higher density residential.
4. This area is planned for residential development in the Comprehensive Plan.
5. This area is part of a planned expansion to City Sewer. The property is accessible to Talton Road, Hwy 127, and Bear Branch Road. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
6. The proposed development we believe will provide a nice transition and more appropriate for the area than the current zoning.





Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads 'Chad R. Bryant, P.E.'.

Chad Bryant, P.E.
President
Bryant Engineering

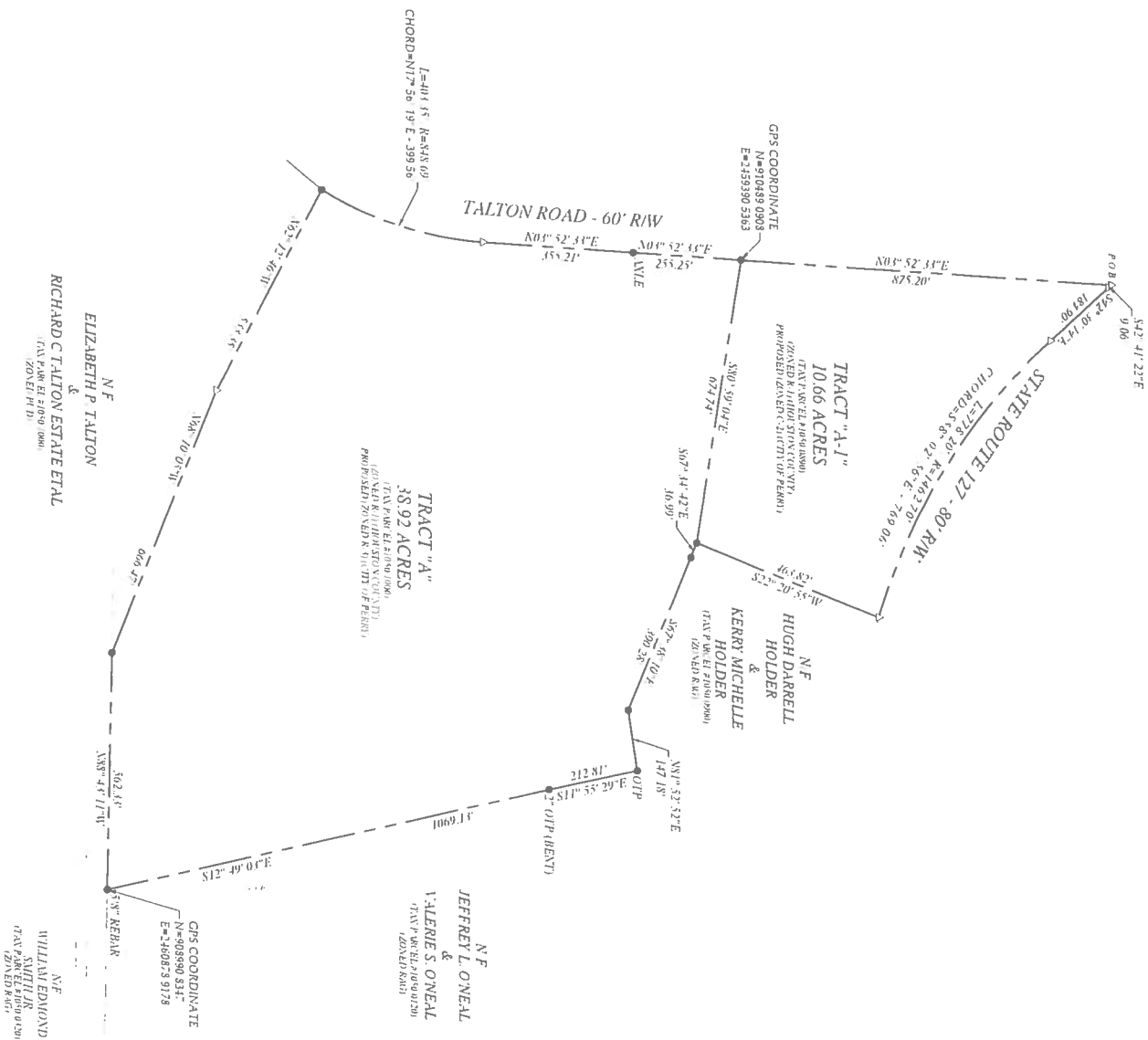


LEGEND

- 1/2" AREA UP
- 1/2" REBAR FOUND UNLESS OTHERWISE NOTED
- TP OPEN TOP PIPE FOUND
- CALCULATED CORNER
- CONCRETE MONUMENT FOR AD
- B
- R
- H L BEILDING LINE
- FL PROPERTY LINE
- DE DRAINAGE EASEMENT
- SE SANITARI SEWER EASEMENT
- NH MANHOLE
- CB CATCH BASIN
- JB JUNCTION BOX
- HW HEADWALL
- AC ACNE
- PNEUM PNEUM
- PVE PVE
- LLL LAND LOT LINE
- W/O R FOR R/W
- N F

REFERENCES
P. 10, 40, 42, 43
P. 18, 21, 22, 23
P. 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

TOTAL AREA: 49.58 ACRES



McLeod SURVEYING
 906 Hall Street
 Perry, Georgia 31069
 office (478) 224-7070
 fax (478) 224-7072
 WWW.MCLEODSURVEYING.COM

REZONING & ANNEXATION PLAT FOR:
TRACT "A"
 WILLIAM EDMOND SMITH, III
 DAPHANE SMITH
 &
TRACT "A-1"
 WILLIAM EDMOND SMITH, JR.

COUNTY:	HOUSTON
DISTRICT:	10TH
LAND LOT:	214
DATE:	9/18/2020
SCALE:	1"=200'
JOB NO.	0670-001

NO.	DATE	REVISION



Exhibit A

Due & ret:
WALKER, HULBERT, GRAY & BYRD
909 BALL ST. • P O. BOX 1234
PERRY, GEORGIA 31009

FILE NO P'94-#436

WARRANTY DEED

BOOK 1118 PAGE 385

STATE OF GEORGIA, COUNTY OF HOUSTON

THIS INDENTURE, Made the 3RD day of OCTOBER, in the year one thousand nine hundred NINETY-FOUR between OSCAR N. MAXWELL AS TRUSTEE OF OSCAR N. MAXWELL MONEY PURCHASE PENSION PLAN

of the County of MADISON and State of ALABAMA as party or parties of the first part, hereinafter called Grantor, and WILLIAM EDMOND SMITH, JR.

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

WITNESSETH that: Grantor, for and in consideration of the sum of OTHER VALUABLE

CONSIDERATIONS AND T E N (\$10.00) ----- DOLLARS

In hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, all the following described property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 214 of the Tenth District of Houston County, Georgia, being known and designated as Parcel B-1, comprising 1.177 acres, and Parcel B-3, comprising 19.030 acres, and having such shapes, metes, bounds, courses and distances as are shown on plat of survey prepared by Richard L. Jones, Registered Land Surveyor No. 1591, said plat of survey dated September 21, 1994, and recorded in Plat Book 46, Page 68, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The above described property is conveyed subject to the following restrictions:

1. The subject property may be used solely for agricultural or residential purposes.
2. Any residence constructed on the subject property shall be for single-family use with a minimum of 1400 square feet.
3. Use of the subject property as a trailer or mobile home park, or for any commercial use, is prohibited.

Georgia, Houston County
Real Estate Transfer Tax
Paid \$ 30.00
Date OCT - 4 1994

Carolyn V. Sullivan

Clerk Superior Court

1994 OCT - 4 PM 4:11
HONORABLE CLERK
CLERK SUPERIOR COURT

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

AND THE SAID Grantor warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

Oscar N. Maxwell (Seal)
OSCAR N. MAXWELL AS TRUSTEE OF
OSCAR N. MAXWELL MONEY PURCHASE
PENSION PLAN (Seal)

David Walker
Kris L. Athon

Notary Public HOUSTON COUNTY, GEORGIA
MY COMMISSION EXPIRES 2/10/1996

Recorded OCT - 4 1994
Carolyn V. Sullivan, Clerk

Georgia, Houston Superior Court

DEC 16 1999
Recorded in BOOK 1500 PAGE 42
Carolyn V. Sullivan, Clerk

Georgia, Houston County
Real Estate Transfer Tax

DEC 16 1999

Paid \$ 194.20
Carolyn V. Sullivan
Clerk Superior Court

Return:
Robert T. Tuggle, III
Daniel, Lawson, Tuggle & Jerles, LLP
Post Office Box 89
Perry, Georgia 31069
99-16828-R
STATE OF GEORGIA
COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, Made the 1st day of May, in the year one thousand nine hundred ninety-nine, between

RICHARD C. TALTON and ELIZABETH TALTON

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

WILLIAM EDMOND SMITH, III and DAPHANE SMITH

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

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

All that tract or parcel of land situate, lying and being in Land Lot 214 of the 10th Land District of Houston County, Georgia and containing 32.355 acres as shown on a plat of survey prepared by Richard L. Jones, Georgia Registered Land Surveyor, dated February 15, 1999, and recorded in Plat Book 54, page 134, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

The above described property is conveyed subject to the following restrictive covenants: No mobile homes, house trailers, or similar type structures shall be placed, installed or maintained on the property at any time. No chickens or hogs shall be placed, raised or kept on said property at any time.

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

AND THE SAID Grantor warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Richard C. Talton (SEAL)
RICHARD C. TALTON
Elizabeth Talton (SEAL)
ELIZABETH TALTON

Signed, sealed and delivered in the presence of:

Janetta Sanders
Witness
Cherie D. Lane
Notary Public



DANIEL, LAWSON, TUGGLE & JERLES, LLP
ATTORNEYS AT LAW
912 MAIN STREET
POST OFFICE BOX 89
PERRY, GEORGIA 31069
(912) 987-2622

RECORDED
Carolyn V. Sullivan, Clerk

DEC 16 1999

FILED
HOUSTON COUNTY
1999 DEC 16 AM 9:35
CLERK SUPERIOR COURT

✓ R.S.
Prepared by:
William Smith
2615 Hwy 127
K. Sullivan, GA 31047



Doc ID: 015806630002 Type: GLR
Recorded: 11/21/2019 at 11:46:41 AM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK **8392** PG **334-335**

State of Georgia
County of Houston

Quit Claim Deed

This indenture is made this 21st day of November, 2019,

by and between William Edmond Smith JR. (hereinafter "Grantor")
and William Edmond Smith III & Daphne Smith (hereinafter "Grantee")

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, convey and quitclaim unto the said Grantee forever all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in County, Georgia, to-wit: IN WITNESS WHEREOF, Grantor has hereunto set a hand and seal the day and year first written above. (Property Description below or attached)

See Exhibit A attached

William Edmond Smith Jr
Grantor William Edmond Smith Jr
William Edmond Smith Jr
Print Name

Signed, sealed and delivered in our presence:
[Signature]
Witnesses:

Grantor

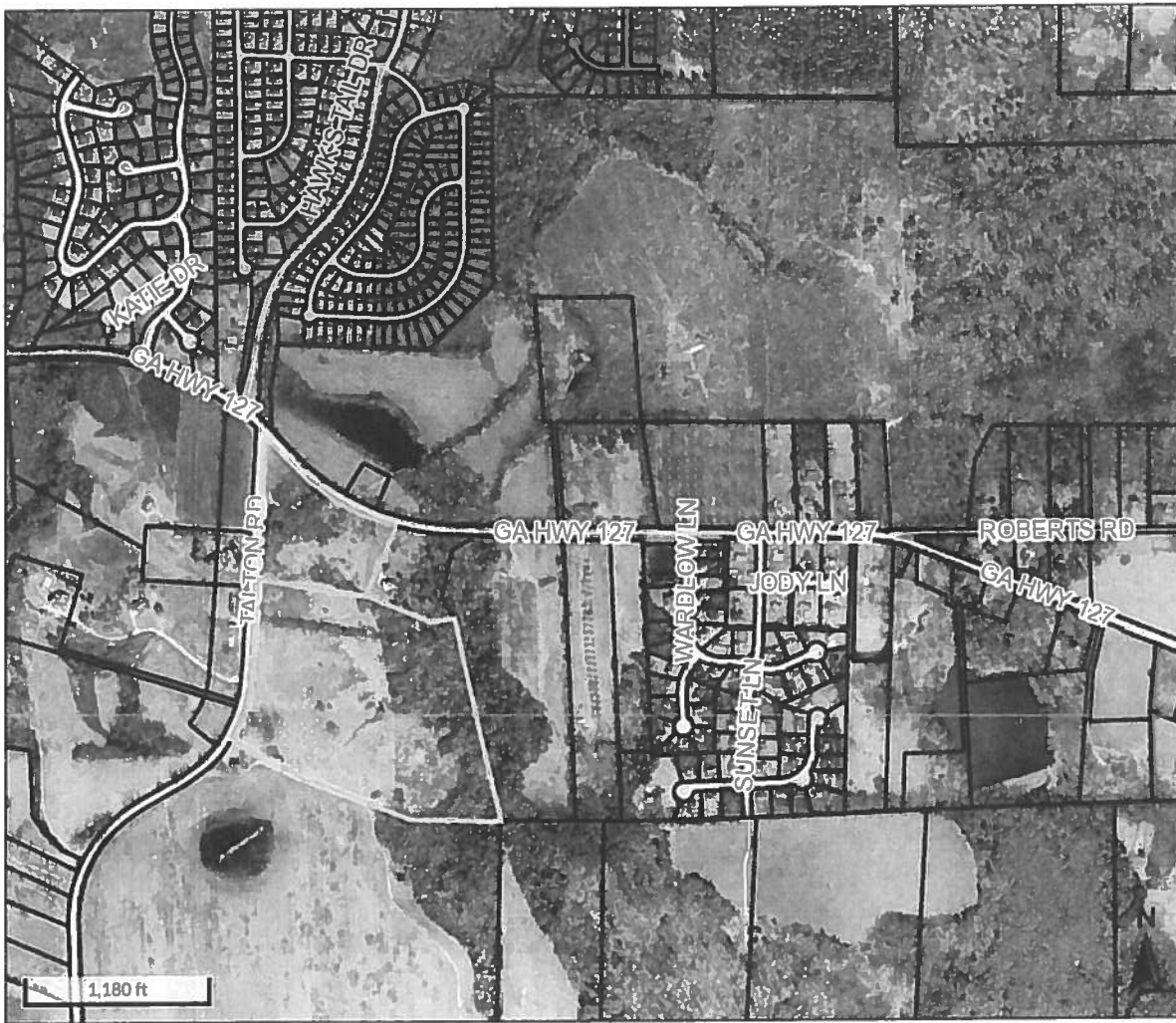
Print Name

Abigail B. Wetherington
Notary Public (SEAL)

ABIGAIL B WETHERINGTON
NOTARY PUBLIC
Houston County
State of Georgia
My Commission Expires June 8, 2022

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 214 OF THE 10TH LAND DISTRICT OF HOUSTON COUNTY, GEORGIA. BEING KNOWN AND DESIGNATED AS TRACT "B" CONTAINING 3.97 ACRES AS SHOWN ON A PLAT OF SURVEY OF RECORD IN PLAT BOOK 81, PAGE 90, CLERK'S OFFICE, HOUSTON SUPERIOR COURT. SAID PLAT AND THE RECORD THEREOF ARE INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES.



Overview



Legend

- Parcels
- Roads

Parcel ID	001050 100000	Owner	SMITH WILLIAM EDMOND III	Last 2 Sales			
Class Code	Agricultural		SMITH DAPHNE	Date	Price	Reason	Qual
Taxing District	County		2619 GA HWY 127	11/21/2019		23	U
Acres	38.92		KATHLEEN GA 31047	5/1/1999	\$194130	LM	Q
		Physical Address	TALTON RD				
		Assessed Value	Value \$263500				
		Land Value	Value \$244900				
		Improvement Value	Value \$15600				
		Accessory Value	Value \$3000				

(Note: Not to be used on legal documents)

Date created: 9/28/2020
 Last Data Uploaded: 9/28/2020 6:01:42 AM

Developed by  **Schneider**
 GEOSPATIAL



Received

SEP 24 2020

Where Georgia comes together.

Department of Community Development

Houston County Commissioners

Warner Robins, GA

September 23, 2020

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

CERTIFIED MAIL

Dear Commissioners,

Please be advised the City of Perry, Georgia, has received applications requesting annexation into our jurisdiction for the properties listed below:

Properties are located on Talton Road and Hwy 127

Parcel #1 (HC 1050 1000) 38.91 acres Parcel #2 (HC 1050 08900) 10.66 acres

Legal description as attached labeled Exhibit A

Current zoning for these properties within Houston County is R-1. The request is for annexation and rezoning into the City of Perry for Parcel #1 as R-3, Multi-Family Residential and Parcel #2, C-2, General Commercial District. . The property is currently undeveloped and is proposed for single family residential and commercial development.

Pursuant to O.C.G.A. § 36-66-4 a public hearing on zoning of the property to be annexed as noted above will be held at 6:00PM, November 17, 2020 at the Perry Arts Center 1121 Macon Road, Perry. If the county has any objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Perry Community Development Department within thirty (30) calendar days of this notice.

Best Regards,

Bryan Wood, Director
Community Development

ORIGINAL

APPLICATION

Enclosures



Where Georgia comes together.

Application # _____

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Chad Bryant, Bryant Engineering	Wes Smith, Smithfield Chase Developers
*Title	President	Owner
*Address	906 Ball Street, Perry, GA 31049	2619 GA Hwy 127, Kathleen, GA 31047
*Phone	478-224-3070	478-954-3477
*Email	chad@bryantengllc.com	ddsmitn@gfbinsurance.com

Property Information

*Street Address or Location	Talton Road 38.91 acres
*Tax Map #(s)	# 10501000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

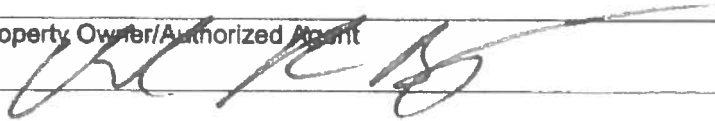
*Current County Zoning District	R-1	*Proposed City Zoning District	R-3
*Please describe the existing and proposed use of the property			
Current use - farmland			
Proposed - single family residential			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes _____ No
If yes, please complete and submit the attached Disclosure Form.

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

9. Signatures:

*Applicant	*Date 9/19/20
*Property Owner/Authorized Agent 	*Date

Standards for Granting a Zoning Classification * See attached letter *

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 7/17/20

For Office Use (receipt code 204.1)

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	County Notification
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action



Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

September 18, 2020

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Annexation & Rezoning
Talton Road Development – Additional 38.91 Acres (R-3)
Project #0636-005**

Dear Mr. Wood,

Please see attached application and plat for annexation and rezoning for 38.91 acres located on Talton Road. Below are the Standards for Granting a Zoning Classification (Page 2 of application).

1. No Covenants are currently in place
2. Property to the south is currently zoned R-3.
3. The proposed zoning is for residential use and the property is within a transitional area from farmland to higher density residential.
4. This area is planned for residential development in the Comprehensive Plan.
5. This area is part of a planned expansion to City Sewer. The property is accessible to Talton Road, Hwy 127, and Bear Branch Road. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
6. The proposed development we believe will provide a nice transition and more appropriate for the area than the current zoning.





Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Chad R. Bryant'.

Chad Bryant, P.E.
President
Bryant Engineering





Where Georgia comes together.

Application # _____

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Chad Bryant, Bryant Engineering	Wes Smith, Smithfield Chase Developers
*Title	President	Owner
*Address	906 Ball Street, Perry, GA 31049	2619 GA Hwy 127, Kathleen, GA 31047
*Phone	478-224-7070	478-954-3477
*Email	chad@bryantengllc.com	wsmith@gfbinsurance.com

Property Information

*Street Address or Location	Talton Road/DW 10-71 acres (Hwy 127)
*Tax Map #(s)	1050089000
*Legal Description	
A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;	
B. Provide a survey plat of the property and/or a proposed site plan;	
C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System	

Request

*Current County Zoning District	R-1	*Proposed City Zoning District	C-2
*Please describe the existing and proposed use of the property			
Current use - farmland			
Proposed use - C-2			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No
 If yes, please complete and submit the attached Disclosure Form.

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

9. Signatures:

*Applicant	*Date 9/19/20
*Property Owner/Authorized Agent	*Date

Standards for Granting a Zoning Classification * See attached letter *

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Revised 7/17/20

For Office Use (receipt code 204 1)

Date received	Fee paid	Date deemed complete	Public Notice Sign	Legal Ad	County Notification
Notice to Applicant	Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action



Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

September 18, 2020

Mr. Bryan Wood
Community Development Director
City of Perry
741 Main Street
Perry, GA 31069
478-988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Annexation & Rezoning
Talton Road Development – Additional 10.71 Acres (C-2)
Project #0636-005**

Dear Mr. Wood,

Please see attached application and plat for annexation and rezoning for 10.71 acres located on Talton Road. Below are the Standards for Granting a Zoning Classification (Page 2 of application).

1. No Covenants are currently in place
2. C-2 zoning is neighborhood commercial and will be located on a state rate.
3. The proposed zoning is for commercial use and the property is within a transitional area from farmland to commercial.
4. This area is planned for commercial in the Comprehensive Plan.
5. This area is part of a planned expansion to City Sewer. The property is accessible to Talton Road, Hwy 127, and Bear Branch Road. Traffic counts are very low so there will not be an overburden on transportation infrastructure.
6. The proposed development we believe will provide a nice transition and more appropriate for the area than the current zoning.





Chad R. Bryant, P.E.
President-Perry

Jennie S. Barfield, P.E.
Forsyth Branch Manager

Casey Graham, P.E.
Perry Branch Manager

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads 'Chad R. Bryant'.

Chad Bryant, P.E.
President
Bryant Engineering



The \$145 million 2018 SPLOST program included \$1.8 million for the construction of airport buildings and infrastructure improvements. The Perry-Houston County Airport Authority has requested those funds for the construction of a new terminal building and corporate hangar. Since we had previously reimbursed the Airport Authority for \$74,053.99 for engineering services on the project back in August, the balance due from SPLOST is \$1,725,946.01. Funds are available and staff recommends approval of this request to disburse the funds

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the disbursement of \$1,725,946.01 from the 2018 (County-wide) SPLOST funds to the Perry-Houston County Airport Authority for use in the construction of a new terminal building and corporate hangar at the airport. The Comptroller is authorized to make the necessary budget adjustment.

October 8, 2020

Chairman Tommy Stalnaker
200 Carl Vinson Pkwy
Warner Robins, GA 31088

Dear Chairman Stalnaker,

The Perry-Houston County Airport Authority is requesting a SPLOST allocation earmarked for the airport in the amount of One Million and Eight Hundred Thousand dollars (\$1,800,000.00) for the construction of a Terminal Building and Corporate Hangar. The Georgia Department of Transportation is financially participating in this Project with a contribution in aid of construction in the amount of Seven Hundred Fifty Thousand dollars (\$750,000.00) Project Number 2020-ASO-3725-NRA.

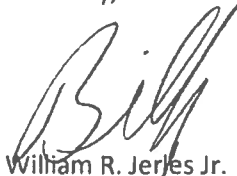
The project cost breakdown is as follows:

Architecture	\$ 161,769.24
Engineering	\$ 265,891.09
Pro Construction (negotiated bid)	\$2,191,569.00
Savings from Locally supplied Fill Dirt	-\$ 45,000.00
Savings from Eliminating Finishing's	-\$ 30,000.00
Total Project Costs	\$2,544,229.33

The Airport Authority has a preconstruction conference scheduled on October 20th with construction to commence on October 26th. Should you need information to wire the funds, please let the Airport Manager, Jim Marquardt, know and we will deliver wiring information to you.

On behalf of the Perry-Houston County Airport Authority, thank you for your time and attention and consideration to the Airport's improvement projects.

Sincerely,



William R. Jerjes Jr.
Chairman
Perry Houston County Airport Authority

3

Working in conjunction with SP Design Group, the County requested proposals for the new Houston County Government Building project to be located on Kings Chapel Road adjacent to the Purchasing Department. Eight proposals were received for construction services on the building which will house the Board of Elections, County Extension Office, and the Natural Resources Conservation Service (NRCS) local office.

The five-member building committee ranked each proposal and then the scores were tabulated to determine the highest ranked firms. Based on those rankings and additional considerations including interviews of the top two firms, staff will bring their recommendation to the meeting for presentation to the Board.

The County and the City of Perry recognize an increasing possibility of the occurrence of emergencies or disasters resulting from manmade or natural causes or enemy attack that could disrupt the commercial fuel supply system. This Intergovernmental Agreement for the Emergency Use of County Fuel Supply by the City of Perry will give the City emergency access to the County's fuel supply in the event of a genuine major disaster that disrupts the commercial fuel supply system. The City of Perry relies on the commercial fuel supply system in its day to day operation, and any disruption in this system would leave the City with no access to a fuel supply.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the Intergovernmental Agreement for the Emergency Use of County Fuel Supply by the City of Perry in order to give the City access to the County's fuel supply in the event of a genuine major disaster that disrupts the commercial fuel supply system.

**INTERGOVERNMENTAL AGREEMENT
FOR THE EMERGENCY USE OF COUNTY
FUEL SUPPLY BY THE CITY OF PERRY**

THIS AGREEMENT, made this ____ day of _____, 2020, is by and between THE BOARD OF COMMISSIONERS OF HOUSTON COUNTY on behalf of Houston County, Georgia (hereinafter "County") and THE MAYOR AND COUNCIL OF THE CITY OF PERRY on behalf of the City of Perry (hereinafter "City").

WHEREAS, the City and the County recognize an increasing possibility of the occurrence of emergencies or disasters resulting from manmade or natural causes or enemy attack that could disrupt the commercial fuel supply system the City relies on in its day to day operation; in order to ensure that preparation and response will be adequate to deal with such emergencies and protect the public peace, health, and safety; and to preserve lives and property, it is found and declared to be necessary that both parties enter into this Agreement in order for the County to provide emergency fuel assistance to the City:

NOW, THEREFORE, in consideration of the promises, covenants, agreements and stipulations herein set forth and other good and valuable consideration, the parties do hereby agree as follows:

1.

It is the express intent of the parties in executing this Agreement that the County shall provide the City emergency fuel assistance only in the event of a genuine major disaster that disrupts the commercial fuel supply system.

2.

The parties agree that it is not the intent of this Agreement to provide routine fuel support.

3.

The County upon request of the City shall provide the City access to the County fuel supply system at the rate of the cost of fuel plus one percent (1%).

4.

Each party waives all claims against the other for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.

5.

This Agreement shall remain in force until October 20, 2022. Subsequent Agreements may be made for periods not to exceed two (2) years upon the approval of the City and the County. Either party may terminate this Agreement with thirty (30) days written notice to the other. This Agreement may be altered or modified by amendment thereto provided any amendment must be in writing signed by both Parties.

BOARD OF COMMISSIONERS
OF HOUSTON COUNTY

BY: _____
TOMMY STALNAKER, CHAIRMAN

ATTEST:

BARRY HOLLAND, DIRECTOR OF
ADMINISTRATION

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, MAYOR

ATTEST:

R. LEE GILMOUR, CITY MANAGER

5

At the November 6, 2018 meeting the Board approved entering into a professional services agreement with Owen Lewis Consulting for project management services on the court case and jail management system (CMS/JMS). The project timetable has unfortunately slipped mainly due to the impact the COVID-19 has had on not only our two vendors, Pioneer Technology Group for the CMS and Zuercher (now Central Square) on the JMS, but also the multitude of vendors that the County currently uses for various software programs that this new system must integrate with.

The agreement with Owen Lewis Consulting has expired and staff recommends strongly that we engage with them for an additional time period through February of 2021 which is the current scheduled go-live for the project. The proposed amendment for the additional services does include three months past that point if any other unforeseen circumstances arise, however staff is requesting approval for services through February of 2021 only.

The JMS component is actually going live this week and the CMS component is scheduled to go-live in February of 2021.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an additional professional services agreement with Owen Lewis Consulting of Saline, MI for additional services required for project management and implementation on the Court Case Management and Jail Management systems through February 2021 at a total cost of \$174,140.



May 1, 2020

ADDITIONAL SERVICES AGREEMENT

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

Dear Chairman Stalnaker,

Owen Lewis Consulting is pleased to provide you additional services per the request of the County.

The attached forms (Attachments A, and B) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services and fees required for Project Management Implementation services for the Houston County Court Case Management and Jail Management systems implementation.

The General Terms and Conditions from our original License Agreement (Professional Services Agreement dated September 5th, 2017) are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with Owen Lewis Consulting and look forward to continuing working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

OWEN LEWIS CONSULTING
(Contractor)

HOUSTON COUNTY
(Customer)

By: _____
Bob Lewis

By: _____
Tommy Stalnaker **Chairman**

By: _____
Authorized Signature **Title**

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

ATTACHMENT "A"

A copy of the CONTRACTOR'S proposal and scope of work

Scope of Work for Houston County- Owen Lewis Consulting will provide the following:

1.0 Project Initiation

At the onset of the project, we will meet with the County to establish lines of communication and develop a common understanding of project expectations. The project scope will be the foundation on which the project schedule, and resource plans are built. We will focus on establishing agreement on the outcome of the project and discuss the changes that will occur upon completion of the project. The meeting will enable us to:

A critical aspect of this task is the project kick-off meeting. The kick-off meeting will be held to communicate the Implementation Plan and our approach to all key stakeholders and project team members. Clearly communicating team responsibilities and authority at the project outset will minimize the risks of delays. The meeting will also enable us to introduce OLC and software vendor project team members and our basic approach for the County.

2.0 Business Process Review & Optimization

Our job is to assist the County to look ahead to an optimal software implementation & integration that will meet the goals and objectives of the organization. This task includes the following:

- Identification and documentation of key business processes that will be affected by the new CMS and JMS systems.
- Guidance in revising and improving selected processes by aligning them with industry best practices and the optimal configuration and use of the selected software.
- Assistance in documenting and communicating process changes to personnel.

3.0 Change Management Assistance

The Project Manager will work with the project team to assist County personnel in preparing for and adopting the new system, along with new processes and procedures that will be introduced with the deployment of that system.

4.0 Project Work Plan Development

We will work with the County and the software vendors to jointly define the roles and responsibilities of all individuals within the different organizations as they relate to this project. The County, OLC and the vendors will jointly facilitate the decision-making process and recommendations for all aspects of the project.

In order to keep the project on schedule, it is important that an Implementation Plan be established. OLC Project Manager will manage and ensure all project tasks and milestones identified in the Implementation Plan are met. Any unexpected deviations from the Plan will be presented to and approved by the County's Project Team.

The Plan will detail our approach to the project and define a strategy that will provide team members with clarification on all phases of the project. In order to develop an effective plan, we will work with the County's Project Team to:

- Establish goals and objectives - We will refine the goals and objectives of the County and determine the critical success factors by which achievement of the objectives will
- Determine the project scope - We will define all aspects that the project will cover.

- Select and organize the project team – The County has identified several functional areas as part of the scope of the project. We will work closely with the County to establish functional teams and identify team leaders. Furthermore, we will also confirm other project roles, such as Project Sponsors, Project Steering Committee, Subject Matter Experts and other stakeholders. We will work closely with the County to review the skill sets of the selected project teams and make recommendations to the County on any additional resource requirements.
- Develop a schedule - We will assist in developing a schedule for the project in order to ensure timeliness, quality, and efficiency. The schedule will include an estimate of the total length of the project, a detailed work breakdown structure, milestones, deliverables and resources necessary to complete each task.
- Issue Resolution - During the course of the project, there will be times when issues arise which require further discussion and resolution. Without a formal issue resolution procedure, these issues can linger and jeopardize project success.

5.0 Quality Assurance Oversight

A systematic approach to quality control management is fundamental to achieve optimal results. OLC will help the County in applying and implementing quality management principles, including the review of change management processes, the determination of their efficiency and effectiveness and the delivery of practical recommendations.

As a part of our quality control process, we will evaluate the project’s status and make recommendations to ensure that the County’s vision is realized and the project is completed on time and within budget. We will advise Project Sponsors, Steering Committee members and Project Managers on strategic issues and provide guidance to other team leaders and managers.

6.0 Communication Plan Development

Clear, consistent and ongoing communication is critical to the success of the project. Effective communicating will contribute to the success of the project by increasing awareness and understanding of the project and building acceptance, support, involvement, and commitment. Our objectives for the communication plan will include:

- Working with the County and the vendor to develop a communication plan and matrix to define who communicates with whom, when and in what form.
- Communication with the County’s Executive Steering Committee and Project Sponsors to provide an overview of the project and outline progress being completed.
- Communication with the Implementation Team Leaders/Members and the Project Management Team to provide information regarding the impact of the project within their area.
- Communication between established committees and teams to facilitate an understanding of work being completed in each area and impact on all aspects of the project.

Audiences should be aware of the reasons why the system is being implemented. We will clearly communicate the expectations of the project and the change that should be expected as a part of implementing the new system.

The level and complexity of the Communication Plan will be tailored to reflect the project distinctive and the County’s culture and size.

7.0 System Configuration Strategy & Oversight

OLC will work closely with the subject matter experts from the County and the software vendors’ consultants to validate that the best design and configuration decisions are being made for the County.

Many of the decisions will be made during the core design sessions when the functional options of the new system are fully explored. Based on the availability of the different features and the requirements already established, the best options will be incorporated. Wherever possible, the County should always utilize standard features of the software versus customization since it is more difficult for software companies to support any modifications to their standard programs.

We will ensure that the pre-defined system requirements are communicated to the software vendor to avoid any misunderstandings.

8.0 Vendor Contract Management

OLC will review the contractor's submittals related to budget, schedule, and overall status. Our Project Manager will review scope requests, re-plan work, adjust schedule and baselines, participate in change control meetings, document and facilitate approval of changes, communicate to all stakeholders, and take corrective actions when appropriate.

In addition, we will ensure that the vendor performance during implementation is satisfactory and in accordance with agreed upon terms and conditions.

9.0 Risk Management Planning & Oversight

Managing risk is a fundamental task in a large implementation project. It is essential that the County identifies and assesses the risks that may affect the success of the project, and then develop a plan to eliminate or mitigate those risks. OLC can help the County in applying and implementing risk management principles to achieve that goal.

There are a number of factors that affect an implementation's level of risk. They include the number and age of legacy systems that are being replaced, team members skill levels and available time, the level of acceptance or resistance to the new system by personnel, other projects that the County may be running at the same time, infrastructure readiness and performance, etc.

OLC will assist the County in developing a feasible risk management plan to anticipate and address known risks to the project as well as those that may surface during the implementation process.

At the County's request, OLC can assist the County in performing a SWOT (strengths, weaknesses, opportunities, threats) analysis as part of developing the risk management plan.

10.0 System Interface Planning & Management

OLC will assist the vendor and the County IT department to identify existing manual and electronic interfaces to the legacy system. We will review the previously identified interfaces in order to develop a data interface plan that documents the optimal interfaces for the new CMS and JMS systems (including the examination of opportunities to convert manual interfaces to electronic interfaces and reports).

OLC will work closely with the County to complete the following tasks:

- Identify all other applications that need to be interfaced to the new systems
- Once the applications are identified, coordinate the development of interface specifications and delivery of specifications to the software vendor
- Define data interface schedule and determine whether the interfaces will be executed manually or via a scheduler.
- Ensure on time completion of the interfaces.
- Facilitate interface testing.
- Coordinate cutover and deployment of interfaces.

11.0 Data Conversion Planning & Management

OLC will work with the vendors and the appropriate County personnel to:

- Confirm the amount of data to convert (i.e.: number of years and types of data) as well as roles and responsibilities

- Ensure data cleansing occurs early in the project
- Review conversion file layouts from software vendor
- Define data conversion schedule
- Oversee data mapping efforts
- Oversee completion of data uploads
- Help plan and execute data conversion testing
- Help plan and execute the final data conversion into the production system.

12.0 Training Planning & Oversight

OLC's Project Manager will work with the County and the software vendors to develop a formal training schedule, develop new procedures and training manuals, and provide training. Generally, the initial training classes are oriented towards the subject matter experts or power users within the organization. Once this focus group becomes proficient with the system, the training should be rolled out to the rest of the organization. A sample training plan should include:

- Setup and configuration consulting – this type of training typically involve the core decision makers of the County. The software vendor will instruct the setup switches required to enable the software to perform specific activities and processes identified during the design phase of the project.
- Functional training – These classes are typically designed for the power users.
- Technical Training – This type of training is designed for the technical staff at the County so they will be able to administer and support the new technical environment. At a minimum, the technical staff should be able to perform system backups and restores; manage users and their system security level; manage printers, scanners, and other peripherals; install patches and upgrades; and other general systems administration duties.
- End-user training – The primary focus of this type of training is to ensure that basic data entry, general inquiry, reporting, navigation, and other basic functions are mastered by end-users. The County may initially request the software vendor or OLC to conduct the training sessions, but gradually as the County personnel gain confidence in the system, they may assume the instructors' role.

Some of the issues to consider include; the development of training materials; the number of users to be trained; training facilities and logistics, such as connectivity, number of available computers for training, location and size of training classes; creation of a training environment in the system; and resources dedicated to training.

13.0 System Test Planning & Management

Testing is one of the most critical elements to a successful project. It is too often an area this is not given enough time, attention or resources. OLC will work closely with the County and the vendor to develop and execute a test plan to ensure a smooth and successful deployment of the new system. The types of testing that OLC advocates includes:

- Process/Unit testing – The purpose of process/unit testing is to ensure that the setup decisions made during the application design phase generate expected results. We will work with the County and the software vendor to establish test cases, procedures and data for each software module that reflect the business processes of each department, but also requirements identified during the vendor evaluation phase to ensure the County is not left with major functional gaps. The scripts will include frequently processed transactions as well as unusual and complex ones.

- System or string testing – String testing exercises multiple modules to complete an entire process from end-to-end. It includes new process steps, processing functionality, the use of data, interfaces and reports.
- Parallel testing – Generally parallel testing is performed for mission critical processes. OLC advocates a minimum of two complete parallel tests prior to deployment of the production system.
- Stress testing / load testing – It is important to test the system’s performance and the County’s network infrastructure’s capabilities in a way that simulates what it will be like using the system in the real world during peak demand periods and peak demand times of day.
- User acceptance testing – UAT is the final testing that takes place just prior to deploying the system live. It is the County’s last opportunity to ensure that the system’s configuration and performance meet the County’s requirements. It is typically performed prior to release of final payment to the vendor.
- Pre-cutover testing – Once the system has been moved from the testing environment into the production environment and final data loads have been performed, prior to opening the system to users, it is important to perform a short series of test to ensure that the transfer was complete and successful.

14.0 Go Live Planning & Support

OLC will work with the vendor and the County’s team to plan all aspects of the cutover from the legacy system to the new system. We will be onsite during the go-live process to oversee a smooth and successful deployment.

ATTACHMENT B
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Project Management Services for CMS and JMS system implementation

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. Services as further detailed in Exhibit A (May 2020 through May 2021)	\$ 221,630

ONE TIME PROJECT COST: \$221,630

B. TRAVEL EXPENSES – (These expenses are billed as incurred)- Expenses shall be billed at cost, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates for the Houston County metropolitan area

ATTACHMENT B / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Project Management Services for CMS and JMS system implementation

<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A. Up to 13 months of Services as described in Exhibit A	\$221,630
a. Amount due May 1, 2020	\$18,470
b. Amount due June 1, 2020	\$18,470
c. Amount due July 1, 2020	\$18,470
d. Amount due August 1, 2020	\$18,470
e. Amount due September 1, 2020	\$18,470
f. Amount due October 1, 2020	\$18,470
g. Amount due November 1, 2020	\$15,830
h. Amount due December 1, 2020	\$15,830
i. Amount due January 1, 2021	\$15,830
j. Amount due February 1, 2021	\$15,830
k. *Amount due March 1, 2021	\$15,830
l. *Amount due April 1, 2021	\$15,830
m. *Amount due May 1, 2021	\$15,830
(*Or project completion, whichever is soonest. Project is considered complete once Houston County deems post go-live is complete)	
TOTAL PAYMENTS:	\$221,630

B. TRAVEL EXPENSES-

(These expenses are billed as incurred)- Expenses shall be billed at cost, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates for the Houston County metropolitan area

ALL PAYMENTS ARE DUE WITHIN Thirty (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

6

Engineering Department staff recommend entering into an agreement with Enviro Trenchless to perform emergency storm drain repairs at the following locations:

191 Harner Road for 65LF at \$ 19,675

2011 Green Street for 50 LF at \$8,750

Statham's Way for 60 LF at \$11,100

These issues cropped up after Hurricane Sally and have the potential to cause further and more severe damage to the existing infrastructure and utilities if not repaired. By utilizing the spin-cast technology to perform these storm drain repairs it will minimize the potential for utility damage in the right-of-way and allow for the uninterrupted flow of traffic through these areas.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement with Enviro Trenchless, LLC of Warner Robins to perform emergency storm drain repairs at 191 Harner Road, 2011 Green Street and at Statham's Way for the total amount of \$39,525. Project costs will be charged to the Storm Drainage department 100-4250-52.2200.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Houston County Board of Commissioners
From: Ronnie Heald *RJH*
Date: 10/14/20
RE: Spincast Projects

OK
[Signature]

The Engineering Department requests to enter into a contractual agreement with Enviro Trenchless, Inc. to perform emergency storm drain repairs. The Houston County Public Works Department has deemed the following areas in need of repair to be emergencies because they have the potential to cause further and more severe damage to Houston County maintained infrastructure and existing utilities.

1. **191 Harner Road:** (1-42" CMP 65 LF; 1-30" CMP 65 LF)
 - A. The removal of debris and fill voids at pipe's upstream invert
 - B. Provide ½" concrete lining using Centrifugally Cast Concrete Pipe (CCCP)
Total: \$19,675.00

2. **2011 Green Street:** (1-30"X42" CMP 50 LF)
 - A. Fill voids in invert
 - B. Provide ½" concrete lining using Centrifugally Cast Concrete Pipe (CCCP)
Total: \$8,750.00

3. **Statham's Way:** (1-24" CMP 60LF)
 - A. Fill voids in invert
 - B. Provide ½" concrete lining using Centrifugally Cast Concrete Pipe (CCCP)
Total: \$11,100.00

These storm drain repairs would minimize any potential for utility damage in the right of way and would allow for the uninterrupted flow of traffic. Enviro Trenchless, Inc. has quoted the repair work for these three projects at a total cost of **\$39,525.00** and has agreed to restructure the submitted bids to a lower price if the three projects are included in one contract.

I appreciate your time and consideration on this matter.

RH/JS

County Attorney Tom Hall will conduct a second reading of amendments to the Code of Ordinance, Houston County, Georgia at Chapter 50 – Solid Waste sections 50-1; 50-5; 50-37; 50-41; 50-44; 50-45; 50-46 and 50-58. The changes were found to be necessary to define different types of waste and inform residents the best way to dispose of such waste in order to avoid being charged additional fees for waste removal. The hours of operation for the landfill were also changed to conform with current practice.

The first reading of the above-mentioned amendments to the Code of Ordinance of Houston County, Georgia was held at the October 6, 2020 Houston County Board of Commissioners meeting.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

an Amendment to Code of Ordinances Houston County, Georgia that will make changes to Chapter 50-Solid Waste by amending the following sections 50-1; 50-5; 50-37; 50-41; 50-44; 50-45; 50-46 and 50-58. The changes are detailed on the Amendment to Code of Ordinances Houston County, Georgia that is attached to this motion.

**AMENDMENT TO
CODE OF ORDINANCES
HOUSTON COUNTY, GEORGIA**

BE IT ORDAINED by the Board of Commissioners of Houston County as follows:

That sections 50-1; 50-5; 50-37; 50-41; 50-44; 50-45; 50-46 and 50-58 of the Code of Ordinances, Houston County, Georgia, are hereby amended to read as follows:

CHAPTER 50 – SOLID WASTE

ARTICLE I. – IN GENERAL

Sec. 50-1. - Definitions.

Building material shall have additional language added (additional language underlined for reference purposes only) and shall read as follows:

Building material means any material such as lumber, roofing material, brick, concrete block, plaster, gutters, sand, gravel, carpet, padding, pallets or other substances used in repairs or alteration of existing buildings, construction of new buildings, or demolition of existing structures.

Non-compliance bulk waste shall be added to the list of defined words in alphabetic order and shall read as follows:

Non-compliance bulk waste means construction debris, carpet and padding, shingles, gutters, siding, pallets, concrete blocks, concrete, bricks, dead animals, hazardous waste, fuel, oil tanks, or car parts. Materials from evictions, foreclosures, unoccupied properties, home renovations/remodeling. Any such materials found in the right-of-way and is removed by county, will be billed to the property owner.

Non-compliance yard waste shall be added to the list of defined words in alphabetic order and shall read as follows:

Non-compliance Yard Waste means any yard waste which includes plastic planting tubs, lumber or landscape timbers, wooden fencing, pallets or posts. Tree limbs not cut smaller than five (5) feet in length, larger than eight (8) inches in diameter and weighs heavier than 40 lbs. Loose leaves, grass clippings, pine straw, pinecones, small twigs, sticks, shrubbery clippings

and other small items not in a bag. Any shrubbery pulled out with the root ball still attached to the shrubbery. Rocks, dirt and gravel. Waste from commercial tree removal and commercial landscaping (multi-family, industrial, institutional or other similar facilities are required to make private arrangements to dispose of the yard waste). Waste from land clearing resulting from excavating, bulldozing, cutting trees, and site preparation for building. Any such materials found in the right-of-way and removed by county, will be billed to the property owner.

Sec. 50-5. – Operating hours for county landfill.

The hours of operation shall be changed to 7:00 a.m. to 5:00 p.m., Monday through Saturday and the section shall read as follows:

The operating hours of the county landfill shall be from 7:00 a.m. to 5:00 p.m., Monday through Saturday. The landfill shall be closed on Sundays.

ARTICLE II. – RESIDENTIAL SOLID WASTE

Sec. 50-37. Definitions.

Construction debris shall have additional language added (additional language underlined for reference purposes only) and shall read as follows:

Construction debris. Waste building materials resulting from construction, remodeling, repair, or demolition operations. Waste building materials include but are not limited to carpet, carpet padding, lumber, fencing, pallets, shingles, gutters, siding, concrete blocks, concrete, bricks.

Sec. 50-41. - Preparation and storage generally.

Subsection (2) shall be replaced and subsections (3), (4), (5), (6), (7) and (8) shall be added to Sec. 50-41 and shall read as follows:

- (2) Solid Waste shall be placed in the roll-out solid waste container provided. All other waste must be in bags, bundles, or other containers. Debris placed in bags should be tightly cinched so items do not fall out. Such containers must be kept clean by the residential unit. All materials other than the roll-out solid waste container shall be placed alongside that container.
- (3) Solid waste shall be kept in the roll-out container and shall not be removed or scattered by anyone on public or private property.

- (4) Bulk Waste to be disposed of shall also be placed neatly alongside the wheeled container and must be segregated and not mingled with other items placed for removal. All items shall be placed at the curbside by 7:00 AM on the regular collection day or on the next collection day if the regular collection day falls on a holiday. Exceptions to collection hours shall be effective if the county or the contract collector, or county's designee, determines that an exception is necessary in order to complete collection on an existing collection route due to inclement weather or unusual circumstances.
- (5) Solid waste shall be free from all non-compliance bulk waste items.
- (6) Solid waste shall be free from all non-compliant solid waste items. Any non-complaint solid waste items placed in the right-of-way and removed by the county or the contract collector, or county's designee, the county shall have the right to charge a removal fee, plus landfill cost to the solid waste account holder or the property owner a disposal fee for removal of debris.
- (7) Yard Waste for collection must be cut smaller than five (5) feet in length, no more than eight (8) inches in diameter and must not weigh more than 40 lbs. Loose leaves, grass clippings, pine straw, pinecones, small twigs, sticks, shrubbery clippings and other small items shall be placed in containers, bags, and bundles. Debris placed in bags should be tightly cinched so items do not fall out and must be segregated not mingling with other items placed for removal. A pile less than ten (10) cubic yards qualifies for curbside collection. All items shall be placed at the curbside by 7:00 AM on the regular collection day or on the next collection day if the regular collection day falls on a holiday. Exceptions to collection hours shall be effective if the county or the contract collector, or a county designee, determines that an exception is necessary in order to complete collection on an existing collection route due to inclement weather or unusual circumstances.
- (8) Solid waste shall be free from all non-compliant yard waste. Any work performed or hired by a for-hire professional contractor will not be collected under residential collection service. Material under agriculture practices and or farming will not be considered for residential collection. A pile over ten (10) cubic yards does not qualify for curbside collection.

Sec. 50-44 – Fee rates.

The sentence, “*The initial fee shall be \$11.00 per month per residential unit. Additional rollout containers at each residential unit shall be \$6.00 per month.*” shall be removed and additional

language shall be added (additional language underlined for reference purposes only) and shall read as follows:

The fees for the collection and disposal of residential solid waste within the district shall be established from time to time by action of the board of commissioners. These fee rates are kept on file at the utility business office. If refuse is removed by the county from a residential unit and is found to be non-compliant yard waste or bulk waste an additional fee will be added to the bill. The rates of such service charges may be fixed and changed from time to time by the Board of Commissioners of Houston County. Changes may be made without adoption of an amendment to existing ordinance. If refuse is removed by the county and the property owner does not have a utility bill the fee will be billed to the property owner.

Sec. 50-45. – Fee exemptions.

Subsection (d) shall be added to Sec. 50-45. – Fee exemptions and it shall read as follows:

- (d) It shall be unlawful to willfully furnish any false information to the utilities business office for service or exemption of service charge.

Sec. 50-46. – Payment.

The sentence, “These statements shall be prepared monthly in advance and each monthly payment shall be paid in advance by the owner or occupant of each residential unit.” shall be reworded (revised wording is underlined for reference purposes only) and the section shall read as follows:

The county, franchisee, contract collector, or county’s designee shall prepare and mail to each residential unit in the district, a bill showing the amounts of the monthly installments due for residential solid waste collection service. These statements shall be prepared on a monthly basis and each monthly payment shall be paid by the owner or occupant of each residential unit. A late payment penalty shall be imposed upon each account for which payment is not made within the time limits prescribed thereon.

Sec. 50-58. - Removal from premises.

The sentence, “No person shall remove any roll-out cart from the residential unit, except with permission of the county.” shall be added to Sec. 50-58 and it shall read as follow:

The roll-out solid waste container furnished by the county, franchisee, contract collector, or county's designee shall not be removed from the premises of the residential unit to which they

are delivered and it shall be the duty of the occupant of the residential unit, if the dwelling is to be vacated by the occupant, to notify the county seven days prior to the vacancy. No person shall remove any roll-out cart from the residential unit, except with permission of the county.

SO APPROVED, this 20th day of October, 2020.

**BOARD OF COMMISSIONERS
OF HOUSTON COUNTY**

Chairman

Commissioner

Commissioner

Commissioner

Commissioner

These contracts between the Department of Corrections and the County are for nine inmate work details from the McEver Probation Detention Center and one detail from the Dooly State Prison to be administered by Public Works. The contracts have been reviewed by staff and the County attorney.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign a contract with the Georgia Department of Corrections to provide the County with nine inmate work details from the McEver Probation Detention Center at a total cost of \$394,544; and a contract for one inmate work detail from the Dooly State Prison at a cost of \$49,318. The contracts will be effective October 20, 2020 and will expire June 30, 2021. Total cost to the County is \$443,862.

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HOUSTON COUNTY**

THIS AGREEMENT is entered into this 20th day of October, 2020, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Houston County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Dooly State Prison (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from October 20, 2020 through 11:59 p.m. on June 30, 2021 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:	Houston County Attn: Robbie Dunbar 2018 Kings Chapel Road Perry, GA 31069 rdunbar@houstoncountyga.org
----------------------------	---

If to Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3 rd Floor P.O. Box 1529 Forsyth, GA 31029
-------------------	---

With a copy to:	Dooly State Prison Attn: Allison Jones P.O. Box 750 1412 Plunkett Road Unadilla, GA 31091 allison.jones@gdc.ga.gov
-----------------	---

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws

of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons

By: _____

General Counsel

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. Delivery of Services: Department agrees to provide Governmental Entity with one (1) one (1) Offender work detail. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.
- B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars (\$49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

**WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
HOUSTON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT is entered into this 20th day of October, 2020, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Houston County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its McEver Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from October 20, 2020 through 11:59 p.m. on June 30, 2021 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: Houston County Board of Commissioners
 Attn: Robbie Dunbar
 2018 Kings Chapel Road
 Perry, GA 31069
rdunbar@houstoncountyga.org

If to Department: Jennifer Ammons
 General Counsel
 Georgia Department of Corrections
 State Office South, Gibson Hall, 3rd Floor
 P.O. Box 1529
 Forsyth, GA 31029

With a copy to: McEver Probation Detention Center
 Attn: Cassandra Askew
 P.O. Box 1430
 2100 Kings Chapel Road
 Perry, GA 31069
cassandra.askew@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws

of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with nine (9) Offender work details. One detail being provided shall be at no cost to the Governmental Entity. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Three Hundred Ninety-Four Thousand Five Hundred and Forty-Four Dollars (\$394,544.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

9

Staff recommends entering into a professional services agreement with JMA Architecture for project administration services on the Houston County Detention Center HVAC replacement project. The total contract amount is \$230,556 which includes HVAC design and documentation as well as the project administration and oversight. The engineering services of NBP Engineers for the technical design is included in the proposal. The estimated total for the actual HVAC replacement will be another \$2.3 million bringing the total project cost to roughly \$2.5 million.

Funding for this project will come from both the 2012 and the 2018 SPLOST. In the 2012 SPLOST, there was \$2 million allocated to the expansion of the Sheriff's office. This was accomplished with the construction of the W.H. Rape Building at a total cost of \$1,161,944.64. The \$838,055.36 balance was applied to the construction of the Sheriff's Firing Range and Training Center which was a 2018 SPLOST project. The balance required to finish the firing range facility was \$125,669.75 which was taken from SPOST 2018 leaving an unused balance of \$874,330.25. Both Sheriff Talton and County staff agree that the balance of \$874,330.25 should be used for this HVAC replacement project at the Detention Center. Since the total estimated cost of this project will be \$2.5 million, the difference of approximately \$1.625 million will be re-allocated from the \$5,000,000 2012 SPLOST project for a small expansion mental health unit at the Detention Center.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement with JMA Architecture of Perry in the amount of \$230,556 for project administration services on the Houston County Detention Center HVAC replacement project. SPLOST 2012 will fund this portion of the project.

2012 SPLOST:

\$ 5,000,000.00 Allocated to 40-Bed Mental Health Unit at Jail

\$ 2,000,000.00 Allocated to HCSO Office Expansion & Records Storage

\$ 1,161,944.64 Construction of W.H. Rape Building

\$ 838,055.36

\$ 838,055.36 Construction of Firing Range (Partial)

\$ - Zero Balance

2018 SPLOST:

\$ 1,000,000.00 Allocated to HCSO Training Center / Firing Range

\$ 125,669.75 Construction of Firing Range (Partial)

\$ 874,330.25 Balance

\$ 5,874,330.25 Combined Available Funds
--



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

Memo

To: Houston County Board of Commissioners
From: Michael Phillips, Facilities Superintendent *MP*
Date: October 15, 2020
Re: Houston County Jail HVAC Replacement
Proposal for Project Administration Services

*OK
PWP*

Staff would like for the Board of Commissioners to consider the attached proposal for Project Administration Services from **JMA Architecture** for the **Houston County Jail HVAC Replacement**. The total contract amount is **\$230,556** to include HVAC Design and documentation and Project Administration and Oversight. This will be funded by the 2018 SPLOST.

Thank you for your consideration of this request.



architecture
interiors
planning

H. James Mehserle, Jr.
G A R e g . # 9 2 3 2
w w w . j m a a r c h . n e t

Mr. Robbie Dunbar
Houston County Board of Commissioners
2018 Kings Chapel Road
Perry, GA 31069

October 6, 2020 (Revised 11/14/2020)

RE: Houston County Jail HVAC Replacement
Subject: Proposal for Project Administration Services

Dear Mr. Dunbar:

Thank you for taking the time last week to outline the County's plan to replace and upgrade the HVAC systems at the Justice Center Jail. We appreciate your interest in our firm and provide this proposal as our response to your request for your review. Based on the information that has been provided to date, we understand that the County wishes for our firm to assist Mr. Stephen Holloway with NBP Engineers, in the delivery and performance of this effort. While the technical aspects of the design will be the responsibility of NBP, JMA will assist with the proper formatting and procedures to design, permit, bid and build the project. Based on our conversations, we propose the following scope of services:

Technical Design for HVAC Replacement

Provided by NBP Engineers. A detailed scope of work and proposed fee for their effort is attached for your review.

Project Administration and Oversight

Provided by JMA Architecture, with scope as follows:

Pre-design

Review project requirements to ensure that provided scope meets the expectations of the County

Review proposed equipment for conformance with current systems and County expectations

Facilitate a project kick-off meeting to discuss project schedule and determine possible scenarios relative to security and access to all areas that will require work

Determine background check requirements and procedures for all contractor personnel

Confer with jail administration regarding hours of access for work

Design

Facilitate two meetings with County/Jail staff to review design progress
Prepare Division 1 and Bid Documents for use in Bidding and Construction
Prepare work phasing document for inclusion in Document package
Prepare site logistics plan for inclusion in Document package
Assemble construction documents package for distribution
Review Document package for coordination and completeness

Bidding/Negotiation

Facilitate a pre-bid conference and site visit
Release documents to all bidders and plan rooms
Administer receipt and response to RFI's
Administer receipt and response to Requests for Substitution
Issue addenda as required
Hold public bid opening
Evaluate and recommend award to lowest responsive bidder
Facilitate construction kick-off meeting

Construction Administration

Attend OAC meeting on a monthly basis (up to 10)
Review work in place for agreement with requested payment
Review Applications for Payment (up to 10)
Issue Certificate of Substantial Completion
Review work for Punch List
Follow up visit to confirm all work complete
Process close out documents – operations and maintenance submittals and warranties
Issue Certificate of Final Completion
Authorize release of retainage and final payment

Mr. Holloway will be signing and sealing the technical documents provided by NBP. I will be signing and sealing any technical documents provided as a part of our scope of work.

Based on the scope of work outlined above, we propose compensation as a fixed fee as follows:

HVAC Design and Documentation	\$205,000 190,000
Project Administration and Oversight	\$ 49,556 40,556

Please note that our proposed scope of service does not include a survey for the identification of hazardous materials that may be present in the building.

JMA will invoice monthly for work accomplished during the previous month. We request payment within 15 days of the date of the invoice.

Mr. Dunbar, it would be our pleasure to work with you on this rewarding project! Please do not hesitate to contact me with any thoughts you have regarding our proposed scope of work and compensation. If this proposal is acceptable as presented, we will begin work upon the receipt of your authorization of this proposal in the space indicated below. We look forward to working with you!

Sincerely,

JMA Architecture, Inc.

A handwritten signature in black ink, appearing to read "Jim Mehserle". The signature is written in a cursive, fluid style.

H. James Mehserle, Jr., AIA, LEED AP^{BD+C}
President

Authorizing Signature for Board of Commissioners
Houston County Georgia

Date

The Criminal Justice Coordinating Council (CJCC) has approved the continuation of the Victims of Crime Act (VOCA) grant funds for the Solicitor-General's office. This funding will allow for the continuance of the Victim Assistance Program in the State Court.

The funds will be funneled through the Prosecuting Attorney's Council of Georgia (PAC) and are as follows:

Solicitor-General for \$142,284 of which \$113,827 is federal funds and \$28,457 are match funds

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign all documents necessary to accept a total of \$142,284 of federal Victims of Crime Act (VOCA) grant funds to be administered by the Solicitor-General for the continuance of the Victim Assistance Program in the Houston County State Court.

STATE OF GEORGIA
PROSECUTING ATTORNEYS' COUNCIL OF GEORGIA
Agreement for Funding of Prosecution Based VOCA Program

County: Houston

Implementing Prosecuting Attorney: Amy E. Smith, Solicitor General

Allocation 1 (Base Funding): CJCC Grant No: C19-8-103

A. Federal Funds:	\$ <u>113,827</u>
B. Matching Funds (waived for all offices):	\$ <u>28,457</u>

Initial Grant Period: October 1, 2020 to September 30, 2021

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is made by and between the Prosecuting Attorneys' Council of the State of Georgia (hereinafter referred to as "PACGA"), an agency of the Judicial Branch of the State of Georgia, legally empowered to contract pursuant to O.C.G.A. §§ 15-18-40, et. seq., the Houston County Board of Commissioners (hereinafter referred to as the "County"), a political subdivision of this State and the (District Attorney) (Solicitor-General) for the Houston (Judicial Circuit) (County) (hereinafter referred to as the "Prosecuting Attorney").

1. Between PACGA and the County, this Agreement shall constitute an intergovernmental agreement within the meaning of subsection (a) of Paragraph I of Section III of Article IX of the Georgia Constitution which authorizes intergovernmental agreements and contracts "for any period not exceeding 50 years with each other . . . for the provision of services" provided that such agreements and contracts "must deal with activities, [or] services which the contracting parties are authorized by law to undertake or provide."
2. Period of Agreement: This agreement shall be effective on October 1, 2020 and shall continue in effect for a period of one (1) year, unless terminated earlier under other provisions of this Agreement.
3. Purpose of this Memorandum of Agreement.
 - (a) The parties acknowledge and agree that PACGA has received a subgrant from the Georgia Criminal Justice Coordinating Council (CJCC) under the Federal Victims of Crime Act Assistance Grant Program (hereinafter referred to as "VOCA"). The VOCA Grant Program supports direct services to crime victims, i.e. persons who have suffered physical, sexual, financial, or emotional harm as a result of the commission of a crime. The Office for Victims of Crime (OVC) of the Bureau of Justice Assistance

(BJA), U.S. Department of Justice (USDOJ) awards annual formula grants, which in turn are subgranted to local organizations for states to ensure crime victims' rights are upheld and play a meaningful role in the criminal justice process. In Georgia, that organization is CJCC, an agency of the Executive Branch of state government. O.C.G.A. § 35-6A-1, et. seq.

- (b) Effective October 1, 2013, PACGA has been awarded a VOCA subgrant by CJCC to serve as the centralized subgrant recipient on behalf of all prosecuting attorneys in the state. PACGA, in turn, is required to enter into an MOA with participating Counties and the Prosecuting Attorneys for those counties or judicial circuits.
- (c) The CFDA number for this grant program is 16.575.
- (d) Participating Counties and Prosecuting Attorneys are required to fulfill all programmatic and financial reporting requirements by submission through PACGA. PACGA has responsibility for consolidating individual reporting into a single report and submitting to CJCC. Unless specifically referenced in the Agreement or this document, all terms, conditions and policies of CJCC related to performance and reporting remain in full force and effect.

Summary of bills by fund:

• General Fund (100)	\$ 320,205.45
• Emergency 911 Telephone Fund (215)	\$ 7,837.23
• Fire District Fund (270)	\$ 3,810.15
• 2006 SPLOST Fund (320)	\$ 0.00
• 2012 SPLOST Fund (320)	\$ 253,784.44
• 2018 SPLOST Fund (320)	\$2,077,612.40
• Water Fund (505)	\$ 153,456.67
• Solid Waste Fund (540)	<u>\$ 291,412.40</u>
Total for all Funds	\$3,108,118.74

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$3,108,118.74