

Houston County Board of Commissioners Meeting Warner Robins Georgia December 21, 2021 5:00 p.m.

HOUSTON COUNTY COMMISSIONERS MEETING

Warner Robins, Georgia December 21, 2021 5:00 P.M.

Call to Order

Turn Off Cell Phones

<u>Invocation & Pledge of Allegiance</u> – Commissioner Robinson

Recognition of Miss Warner Robins / Miss International City Scholarship Pageant Winners

Resolution Recognizing the 200th Anniversary of Houston County

Approval of Minutes from December 7, 2021

New Business:

- 1. Appointment of 2022 Vice Chair Chairman Stalnaker
- 2. County Officials Mandated Salary Adjustments Commissioner Walker
- 3. Contract Addendum (Solid Waste Collection / Recycling) Commissioner Byrd
- 4. Contract Renewal (Dixie Lawn & Landscaping / Road Maintenance) Commissioner Byrd
- 5. Board Re-Appointment (Development Authority) Commissioner Byrd
- 6. Change Order (2021 LMIG / Reeves Construction) Commissioner Robinson
- 7. Approval of Bid (Gasoline & Diesel) Commissioner Robinson
- 8. Vehicle Purchase (HCSO / Correction to Price & Funding) Commissioner Robinson
- 9. Setting Qualifying Fees for Special Election (Probate Judge) Commissioner Perdue
- 10. Professional Services Agreements (Landscaping & Janitorial) Commissioner Perdue
- 11. Approval of Bills Commissioner Perdue

Public Comments

Commissioner Comments

Motion for Adjournment



A Resolution Recognizing the 200th Anniversary of Houston County

WHEREAS, Houston County, in central Georgia was created by an Act of the General Assembly on May 15, 1821 and named for Governor John Houstoun with the spelling of the county later evolving to "Houston"; and

WHEREAS, the organization of Houston County was authorized by an Act of the Georgia General Assembly on December 21, 1821; and

WHEREAS, the geographic center of the county was given the name Wattsville, what was later changed to Perry, the county seat, and incorporated in 1824 and Warner Robins, the largest city, was incorporated in 1943, when a major military base was established nearby during World War II and Centerville was incorporated in 1958; and

WHEREAS, as time has progressed over the last two hundred years, so has Houston County with the largest population in Middle Georgia, home to the largest industrial complex in the State of Georgia – Robins Air Force Base, the lowest millage rate in the region while remaining fiscally strong with no debt, and a quality of life, public school system and healthcare facilities that are a magnet for growth, optimism, and success; and

WHEREAS, even during the COVID-19 pandemic which has gripped our world, nation, state and county, several large County projects have been completed or started during this year to include the State Court Expansion on the courthouse in Perry, the construction of the Houston County Government Building, construction on the Bear Branch Water Treatment Plant, landfill expansion, various road improvement projects and the sale of the historic courthouse to the City of Perry to name a few; and

WHEREAS, as we recognize the 200th Anniversary of Houston County – to the day of its establishment by the Georgia General Assembly on December 21, 1821 – let us endeavor to continue to build on the foundation and shoulders of those who have come before us and make the next chapter in Houston County even brighter, ever bolder and always progressing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Houston County – along with each citizen of Houston County – reflect upon the creation, early history and present-day Houston County and recognize what a true blessing it is to live, work and be in Houston County.

SO RESOLVED this 21st day of December 2021 Attested By:

Barry Holland
Director of Administration

Gail Robinson

Mark Byrd

Dan Perdue

H. Jay Walker, III

Vice Chair appointment for 2022.

Motion by		, second by	and carried	to
	approve disapprove table authorize			

the appointment of Dan Perdue as Vice Chair of the Board of Commissioners for 2022.

Salaries for both part-time Magistrates Sherry Campbell and Brenda Morton will need to be adjusted to meet the mandatory minimum salary guidelines as set by the State of Georgia. All other County officials exceed the mandated minimums.

Moti	on by	, second by	and carried	to
	approve disapprove table authorize			

the adjustment of Sherry Campbell's and Brenda Morton's salaries to reflect the minimum salary of \$8,650.32 effective January 1, 2022 as mandated by the State of Georgia guidelines.



Houston County Personnel Department

Houston County Board of Commissioners 200 Carl Vinson Parkway Warner Robins, GA 31088 478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners

From: Kenneth Carter, Director of Personnel

Date: December 8, 2021

Re: County Officials Salaries

Due to mandatory minimum salary guidelines set by the state of Georgia and local legislation, below are the County Officials that will need to be adjusted beginning January 1, 2022.

Official	Current Salary	Mandated Minimum	Adjustment 1/1/2020	Reason
Sherry Campbell P/T Magistrate	\$8,237.95	\$8,650.32	\$8,650.32	State Minimum
Brenda Morton P/T Magistrate	\$8,237.95	\$8,650.32	\$8,650.32	State Minimum

The Sheriff, Superior Court Clerk, Tax Commissioner, Probate Judge, Coroner, and Chief Magistrate Judge were all reviewed, and the current salary exceeds the mandated minimum with the State Cost of Living and any longevity adjustments. The calculations can be provided if necessary.

Please consider this request to approve these adjustments effective January 1, 2022.

Public Works staff has requested approval of an addendum to the Solid Waste Collection Service contract to change the collection schedule of recyclable materials to every other week. This change comes with no cost to the County and will actually give customers a greater opportunity to recycle.

Moti	on by	, second by	and carried	to
	approve disapprove table authorize			

Chairman Stalnaker signing Addendum #2 to the Solid Waste Collection Service contract with Advanced Disposal Services Macon, LLC changing the collection of recyclable materials schedule to every other week.



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

To:

Houston County Board of Commissioners

From:

Terry Dietsch, Solid Waste Superintendent

Date:

December 14, 2021

Re:

Solid Waste Contract Addendum-Recycling

Staff would like for the Board of Commissioners to consider the attached addendum to the Solid Waste Collection Service Agreement. With this addendum the contractor will collect recycling every other week. This change would have no effect on the price we pay the contractor, but would give customers a greater opportunity to recycle.

Thank you for your consideration of this request.

RECYCLING SERVICE COLLECTION ADDENDUM TO SOLID WASTE COLLECTION SERVICE AGREEMENT

This Second Addendum made and entered into this ______ day of _______, 2021 (hereinafter referred to as "Addendum"), by and between Houston County Board of Commissioners, a political subdivision of the State of Georgia, by and through its Board of Commissioners, hereinafter referred to as "County", and Advanced Disposal Services Macon, LLC, acting by and through its duly authorized officers, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor and the County entered into a Solid Waste Collection Services Agreement, (hereinafter referred to as "2019 Agreement"), regarding Contractor collecting Solid Waste and Recyclable Materials in Houston County, Georgia; and

WHEREAS, section 3.01(c) of the 2019 Agreement, binds Contractor to provide service collection for recyclable materials twice per month to residents of the County on designated collection days; and

WHEREAS, the Contractor would like to change the collection of recyclable materials schedule to every other week at no cost to the County.

NOW THEREFORE this Addendum is made and entered into the Parties hereto mutually covenanting and agreeing as follows:

1.

Section 3.01(c) of the 2019 Agreement binds Contractor to provide service collection for recyclable materials twice per month to residents of the County on designated collection days. The current twice per month service schedule can result in some residents of the County waiting three (3) weeks for the next collection of recyclable materials. Parties agree that in order to keep from having a periodically three (3) week waiting period between collection of recyclable materials a standard pick up schedule of every other week will be needed.

2.

Parties agree that the current recyclable materials collection schedule of the 1st and 3rd Monday – Friday of each month will start the new every other week collection schedule the first week of January 2022.

3.

Parties agree that the current recyclable materials collection schedule of the 2^{nd} and 4^{th} Monday – Friday of each month will start the new every other week collection schedule starting the second week of January 2022.

4

All other terms and conditions of the 2019 Agreement remain the same and are in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed in their names and on their behalf by themselves and their respective officers duly authorized, on the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	ADVANCED DISPOSAL SERVICES MACON, LLC
Witness	BY: Print Name: Title:
Notary Public My Commission Expires: (Notary Seal)	
SIGNED, SEALED AND DELIVERED in the presence of:	HOUSTON COUNTY
Witness	BY: Tommy Stalnaker Chairman, Board of Commissioners of Houston County
Notary Public My Commission Expires: (Notary Seal)	-

Public Works staff requests renewal of the professional agreement with Dixie Lawn & Landscaping for the roadside maintenance of various roads to cover calendar year 2022. The current price of \$21,540 per cut for these roads which total 41.43 miles would remain the same as the current contract.

Motion by,	second by	and carried	to
approve disapprove table authorize			

the renewal of the professional agreement with Dixie Lawn & Landscaping, Inc. of Cochran for the roadside maintenance of various county roads totaling 41.43 miles as shown on the contract extension dated December 7, 2021.



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

OKR.

To:

Houston County Board of Commissioners

From:

Travis McLendon, Roads & Bridges Superintendent

Date:

December 10, 2021

Re:

Dixie Lawn & Landscaping, Inc. Contract Renewal

Staff would like for the Board of Commissioners to consider renewing the professional agreement with **Dixie Lawn & Landscaping, Inc.** for the roadside lawn maintenance of various county roads for FY23. This renewal would include the same roads as the original contract for the same price (\$21,540.00 per visit).

Thank you for your consideration of this request.

Attachments: 2 copies of contract renewal form

Dixie Lawn & Landscaping, Inc.
3810 Roddy Hwy
Cochran, GA 31014
jwldixieland@yahoo.com

(478) 934-3838 Office (478) 934-3880 Fax (478) 599-0596 Cell

Date: 12-7-71

Dixie Lawn & Landscaping Inc. will continue the current contract at the same pricing for the Houston County Road maintenance. The new fiscal year will start June 2022 – May 2023.

The current pricing is \$21,540.00 per cut for all named roads below.

Houston Lake (Russell to Perry Bypass)	9.63 miles
Moody Rd. (Hwy127 to Russell)	6.57 miles
Old Perry (Hwy 127 to Hwy 96)	3.7 miles
Lake Joy (Hwy 96 to Langston)	3.73 miles
Sandefur (300 ft. off Houston Lake & Lake Joy to Hwy 41)	1.85 miles
Danny Carpenter (Sandefur to Hwy 96)	1.11 miles
Langston Rd. (Lake Joy to school)	.43 miles
Old Hawkinsville Rd. (Cullen to Old 96)	.88 miles
Thompson Mill (Old Hwy 96 to Southwick Dr.)	.75 miles
Hwy 41 N (Watson to White Rd.)	1.31 miles
Hwy 96 (Hwy 41 to Thompson Mill)	9.3 miles
247 @ 96 (Sidewalk areas)	.33 miles
Cohen Walker (Lake Joy to Houston Lake)	1.84 miles
Total	41.43 miles

Dixie Lawn & Landscaping Inc.

Houston County

Josh Wilson

Dixie Lawn & Landscaping, In	ıc.
3810 Roddy Hwy	
Cochran, GA 31014	
jw1dixieland@yahoo.com	

(478) 934-3838 Office (478) 934-3880 Fax (478) 599-0596 Cell

Date: 12-7-21

Dixie Lawn & Landscaping Inc. will continue the current contract at the same pricing for the Houston County Road maintenance. The new fiscal year will start June 2022 – May 2023.

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Lake Joy (Hwy 96 to Langston)	3.73 miles
Sandefur (300 ft. off Houston Lake & Lake Joy to Hwy 41)	1.85 miles
Danny Carpenter (Sandefur to Hwy 96)	1.11 miles
Langston Rd. (Lake Joy to school)	.43 miles
Old Hawkinsville Rd. (Cullen to Old 96)	.88 miles
Thompson Mill (Old Hwy 96 to Southwick Dr.)	.75 miles
Hwy 41 N (Watson to White Rd.)	1.31 miles
Hwy 96 (Hwy 41 to Thompson Mill)	9.3 miles
247 @ 96 (Sidewalk areas)	.33 miles
Cohen Walker (Lake Joy to Houston Lake)	1.84 miles
Total	41.43 miles

Dixie Lawn; & Landscaping Inc.

Houston County

Josh Wilson

Board Re-Appointme	nt		
Motion by	, second by	and carried	to
approve disapprove table authorize			
the following re-app	ointment to the Houston Co	unty Development Authority:	
Steve Davison	1/01/22 thru 12/31/27		

The Engineering Department is requesting approval of Change Order #1 with Reeves Construction on the 2021 LMIG project. The additional work added by this change order ensures that the County meets or exceeds the required 30% match. It calls for asphalt resurfacing for Kathy Lane (Silver Circle to Dead End), Silver Circle (N. Houston Lake Road to Wesley Way), new asphalt installation for the Perry-Houston County Airport (New roadway and parking lot), and the extension of County Line Road to the Dooly County line.

Motion by	, second by	and carried	to
approve disapprove table authorize			

Chairman Stalnaker signing Change Order #1 with Reeves Construction Company on the 2021 Local Maintenance and Improvement Grant (LMIG) project increasing the contract price by \$110,874.63 thereby amending the contract price from \$999,045.69 to \$1,109,920.32; and increasing the contract time by 30 days.

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: Jeff Smith, Civil Engineer

Date: Tuesday, December 9,2021

CC: Robbie Dunbar, Director of Operations; Ronnie Heald, County Engineer

RE: 2021 Local Maintenance and Improvement Grant (LMIG) – Change Order #1

Please consider this request to approve the following change order to the **2021 LMIG** asphalt resurfacing contract.

CHANGE ORDER #1 –Additional resurfacing was placed on Silver Circle, Kathy Lane, County Line Road and asphalt was placed on a newly constructed road at the municipal Airport. These projects were added so that Houston County could meet or exceed the 30% local match requirement under the GDOT LMIG Program.

Total Change Order - \$ 110,874.63 and the addition of 30 days to the contract length.

Change Order No. 1

Date of Issuance: December 9, 2021

Project: Houston County Local Maintenance

and Improvement Grant 2021

Owner: Houston County Board of Commissioners

Contractor: Reeves Construction Company

Engineer: Jeff Smith

You are directed to make the following changes in the Contract Documents.

Description: As directed by the engineer, the Contractor provided asphalt resurfacing for Kathy Lane (Silver Circle to Dead End), Silver Circle (N. Houston Lake Rd to Wesley Way), new asphalt installation for the Perry airport (New roadway and parking lot) and the extension of County Line Road to the Dooly County line.

Purpose of Change Order: The purpose of the additional work was to ensure that Houston County met or exceeded the required 30% match as mandated by the terms of the GDOT LMIG Program.

Attachments: None.

Change in Contact Price:	Change in Contract Time		
Original Contract Price \$ 999,045.69	Original Contract Time: October 29, 2021 Days or date Net Change from previous Change Orders: 0 days		
Previous Change Orders No. <u>0</u> to No. <u>0</u> \$ <u>0.00</u>			
Contract Price prior to this Change Order \$ 999,045.69	Contract Time Prior to this Change Order: 199 Days		
Net Increase of this Change Order \$ 110,874.63	Net Increase of this Change Order: 30 days		
Contract Price with all approved Change Orders \$ 1,109,920.32	Contract Time with all approved Change Orders November 29, 2021 Days or date		

Recommended:	/ Approved:	Approved:
By M. J.	By	By Nean Hayman
Engineer	Owner	Contractor Dean Hayman West Region Manage
Dota		

Bids were solicited for gasoline and diesel fuel requirements for the period beginning January 1, 2022 thru December 31, 2022. Eight bids were received, and the Purchasing Department recommends award to low bidder Campbell Oil Co. of Elizabethtown, NC.

Motion by		, second by	and carried	to
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the award of a bid for gasoline and diesel fuel requirements covering the period beginning January 1, 2022 through December 31, 2022 to Campbell Oil Co. of Elizabethtown, NC at -0.1005 and -0.0596 OPIS markup for gasoline and diesel fuel, respectively.



HOUSTON COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT

2020 KINGS CHAPEL ROAD (478) 218-4800 PERRY, GEORGIA 31069-2828 FACSIMILE (478) 218-4805 MARK E. BAKER PURCHASING AGENT

Memorandum

To: Houston County Board of Commissioners

From: Mark Baker, Purchasing Director //

cc: Barry Holland, Director of Administration

Date: December 10, 2021

Re: Unleaded Plus Gasoline (10% Ethanol) / Diesel Fuel Bid Recap

Bids were solicited for gasoline and diesel fuel requirements covering the period beginning January 1, 2022 and continuing through December 31, 2022. eight (8) bids were received and re recapped as follows:

Bidders	E10 Uni Plus 89 Octane	Diesel – Ultra Low Sulfur	Average
Campbell Oil Co., Eliabethtown NC	-0.1005	-0.0596	-0.08005
Petroleum Traders, Ft Wayne IN	-0.0924	-0.0458	-0.06910
Gladieux Trading & Marketing Co. Lp., Ft Wayne			
IN	-0.0762	-0.0263	-0.05125
Mansfield Oil Co, Gainesville GA	-0.0561	-0.0014	-0.02875
Colonial Oil Industries, Inc., Savannah GA	-0.0458	0.0074	-0.01920
Indigo Energy Partners, LLC, Gainesville GA	-0.0124	0.0073	-0.00255
World Fuel Services, Virginia Beach VA	-0.0078	0.0077	-0.00005
Boswell Oil Co., Athens GA	-0.0125	0.0240	0.00575

Prices are quoted based on a cents-per-gallon mark-up on the State of Georgia OPIS average daily price quote and include freight charges. Prices do not include GUST and applicable taxes.

Campbell Oil Co. is Low Average Bid on both fuels.

Request approval to award contract to Campbell Oil Co. for the period indicated.

At the December 7th meeting the Board approved the purchase of one new 2022 Ford Explorer SUV-Interceptor for use in the Patrol Division at a unit cost of \$38,400. The vehicle was to be paid for utilizing \$17,888 in law enforcement grant funds and the balance of \$20,512 from a pending insurance settlement. Sometime after the meeting we were informed that the settlement will only be \$11,825.

The replacement vehicle was actually invoiced at \$38,418 so the balance after deducting the \$17,888 from the law enforcement grant and the \$11,825 settlement is \$8,705. This balance of \$8,705 will now be covered by the General Fund (100-3300-54.2200).

Motion by		, second by	and carried	to
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	table			
	authorize			

a correction to the award of one new 2022 Ford Explorer SUV-Interceptor for use in the Patrol Division from Phil Brannen Ford with the unit cost of \$38,418. After the law enforcement grant contribution and the insurance settlement, the balance will be covered by the General Fund (100-3300-54.2200).

O.C.G.A. § 21-2-131(1)(A) requires the governing authority to fix and publish qualifying fees for the Special Election for Probate Judge at least 35 days prior to the special election and states that such fee shall be three percent of the minimum salary exclusive of supplements, cost-of-living increases, and longevity increases. The minimum based on our population range is \$92,237.91. Three percent of the base is \$2,768.

Motion by		, second by	and carried	to
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setting the qualifying fees for the March 15, 2022 Special Election for Probate Judge at \$2,768.

PROBATE JUDGES MINIMUM SALARY FOR 2022

Minimum salaries for probate judges are calculated according to the procedure summarized below. To compute state minimum probate judges' salaries, follow these steps:

Step 1: Establish the Base Salary. Start with the annual base salary for the probate judge shown in the "Schedule of Base Salaries" below, using the county's population reported in the 2020 Census (see APPENDIX D).⁶⁶ However, if the population has decreased since the 2010 Census (see APPENDIX E) or the 2000 Census (see APPENDIX F) bringing the probate judge into a population bracket with a lower base salary, then the probate judge is entitled to receive the base salary of the previous census in the higher population bracket so long as that probate judge is in office.⁶⁷

Schedule of Base Salaries

Population	Base Salary
0 — 5,999	\$35,576.65
6,000 — 11,889	\$48,856.63
11,890 — 19,999	\$55,344.71
20,000 - 28,999	\$59,296.04
29,000 — 38,999	\$63,247.38
39,000 — 49,999	\$67,203.60
50,000 — 74,999	\$75,327.48
75,000 — 99,999	\$80,855.58
100,000 — 149,999	\$86,381.94
150,000 — 199,999	\$92,237.91
200,000 — 249,999	\$100,722.08
250,000 — 299,999	\$109,336.93
300,000 — 399,999	\$120,695.99
400,000 — 499,999	\$125,596.32
500,000 or more	\$130,496.72

<u>Step 2</u>: Add Statutory Supplements. Add the annual supplements listed below to which the probate judge is entitled, if applicable:

- + \$4,630.80 for conducting elections⁶⁸
- + \$5,787.36 for serving as judge for traffic cases⁶⁹

Note: The supplements for serving as magistrate or clerk to magistrate court are addressed in Steps 6 through 8 below.⁷⁰

<u>Step 3</u>: Add Longevity. First, determine the total number of complete 4-year terms (i.e., no partial terms) served by the probate judge after December 31, 1976 and multiply the number of terms by 5%. To figure the amount of the longevity increase, multiply the base salary plus

Public Works staff is requesting approval to enter into professional services agreements as follows:

Houston Janitorial Supply:

Janitorial services at the State Court/Sheriff's office five visits per week at a cost of \$4,500 per month.

Dixie Lawn & Landscaping, Inc.:

Landscaping services at the Magistrate Court 26 visits per year at a cost of \$470 per month; Landscaping services at the Health Department 26 visits per year at a cost of \$585 per month; and Landscaping services at the Annex Building 26 visits per year at a cost of \$1,650 per month.

Motion by		, second by	and carried	to
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	authorize			

entering into professional services agreements with Houston Janitorial Supply, Inc. of Bonaire for janitorial services at the State Court/Sheriff's Office for the period January 1, 2022 thru December 31, 2022; and with Dixie Lawn & Landscaping, Inc. of Cochran for landscaping maintenance services at the Houston County Magistrate Court, the Houston County Health Department, and the Houston County Annex Building for the period January 1, 2022 thru December 31, 2022.



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief EMA Director

Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

OK Par

To:

Houston County Board of Commissioners

From:

Michael Phillips, Facilities Superintendent

Date:

December 14, 2021

Re:

Houston Janitorial Supply, Inc. Professional Services

Agreement-Houston County State Court/Sheriff's Office

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Houston**Janitorial Supply, Inc. for cleaning services at the Houston County

State Court/Sheriff's office. This agreement would have the named areas serviced five (5) times per week at a cost of \$4,500.00 per month.

Thank you for your consideration of this request.

AGREEMENT

This Agreement is made and entered into this _	day of	, 2021
by and between the BOARD OF COMMISSIONER	RS OF HOUSTON COUNTY	Y, (hereinafter
referred to as the "County"), and HOUSTON JANITO	ORIAL SUPPLY, INC., (herei	nafter referred
to as "HJS").		

WITNESSETH:

WHEREAS, HJS is a commercial cleaning and maintenance service provider; and

WHEREAS, County desires to enter into an agreement to receive commercial cleaning and maintenance services from HJS; and

WHEREAS, the Parties desire to enter into an agreement to illustrate the commercial cleaning and maintenance service to be provided by HJS and the compensation County will provide for such services.

NOW THEREFORE, in consideration of the mutual benefits to the Parties hereto it is agreed as follows:

1. PERFORMANCE OF SERVICES:

- 1.1 HJS performance of services for County shall start on January 1, 2022.
- 1.2 The term of this agreement shall be for one (1) year from the start date listed in paragraph 1.1.
- 1.3 HJS agrees to perform services at the following location:

Houston County State Court/Sheriff's Office 202 Carl Vinson Parkway Warner Robins, GA 31088

- 1.4 The area designated in paragraph 1.3 where HJS will perform services hereinafter shall be referred to as "Service Area".
- 1.5 HJS agrees to perform services at the Service Area five (5) days per week with work being done between the hours of 8:00 am to 5:00 pm Monday through Friday.

- 1.6 HJS agrees to furnish all equipment and tools necessary for the performance of services. The performance of services being to maintain the Service Area in a neat, clean and orderly condition by performing the services listed on the Estimate attached hereto as Exhibit "A", and by reference is made a part of this Agreement. Exhibit "A" shall be referred to as "Estimate" hereinafter.
- 1.7 To the fullest extent permitted by law, HJS shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from HJS's performance of services hereunder provided that any such claim, damage, loss or expense is attributable to bodily injury to or destruction of tangible personal property (other than the work itself) including the loss of use resulting there from, and to the extent only that it is caused in whole or part by any negligent act or omission of HJS, of any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The obligations of HJS under this paragraph shall not extend to claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in any way attributable to the negligence of the County or any of its agents and employees.

2. PAYMENT OF SERVICES:

2.1 County agrees to pay to HJS each month the monthly charge stated in the Estimate, on or before the last day of each month in which services are rendered. County agrees that all payments due and owing HJS, for any reason, shall be properly credited only when delivered to the following address:

HJS, Inc. 116 Highway 96 Bonaire, GA 31005

3. INDEPENDENT BUSINESS RELATIONSHIP:

- 3.1 It is expressly agreed that HJS will select and designate all personnel to perform it obligations under this Agreement.
- 3.2 HJS and any of its personnel are not employees of County but are independent contractors; and in this regard, such HJS employees will not be within the protection or coverage of County's Workers' Compensation Insurance and no withholding of Social Security, Federal or State Income Tax or other deductions shall be made from

the sums agreed to be paid to HJS herein, the same being contract payments and not wages.

4. TERM, RENEWAL AND TERMINATION:

- 4.1 The term of this Agreement shall be for one (1) year from the date services are scheduled to begin, as stated in paragraph 1.1 of this Agreement, and shall be automatically extended and renewed for the same terms and conditions, unless: (a) County shall give written notice, as described herein, of termination at least thirty (30) days prior to expiration of the term; or (b) HJS shall give thirty (30) days written notice to terminate at any time during this Agreement. If timely notice is given by County for termination, this Agreement shall expire at midnight of the last day of the term.
- 4.2 All notices between County and HJS shall be in writing. Any notice shall be deemed duly given if such notice is deposited, postpaid and certified, return-receipt requested via the US Postal Service to the other Party, all notices to HJS shall be addressed to the address as stated in paragraph 2.1 and all notices to County shall be addressed to the address as stated in paragraph 1.3.

5. GENERAL PROVISIONS:

- 5.1 The terms of this Agreement shall be binding upon an inure to the benefit of HJS and County and their respective heirs, representative, successors and assigns, except as otherwise herein provided.
- 5.2 Any waiver by either Party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.3 This Agreement shall be construed under the laws of the State of Georgia. Jurisdiction and venue for any suit brought on this Agreement shall be in Houston County, Georgia.
- 5.4 Both Parties agree that they have fully reviewed and discussed the terms of this Agreement, and all attachments, and acknowledge that the terms reflect the entire Agreement of the Parties pertaining to its subject matter and it supersedes all prior or contemporaneous agreements, representations and understandings of the Parties.

- 5.5 This constitutes the entire and whole agreement between the Parties and shall not be modified or amended without a writing signed by all parties.
- 5.6 In the event any section, subsection, provision or clause of this Agreement or any combination thereof is found to be unenforceable at law, in equity or under any presently existing or hereafter enacted legislation, regulation, or order of the United States, any state or subdivision thereof or any municipality, those findings shall not, in any way, affect any other part of this Agreement which shall continue in full force and effect, and the unenforceable provision shall be interpreted in a manner that imposes the maximum restrict or obligation permitted by law.

So AGREED, the day and year first written above.

HOUSTON COUNTY BOARD OF COMMISSIONERS:	HOUSTON JANITORIAL SUPPLY, INC.:
By: Chairman Tommy Stalnaker	By: Dula Du- Print Name: 170/seit Partter
Attest By:Barry Holland, Director of Administration	Title: /artner

EXHIBIT "A"



(umbp)

Pate

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30/70/1

Houston County Board of Commissioners Houston to State Count/Sheriffs Office

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Success Light

not or	
leaning and disinfection; all bathrooms actioning all carpeted floors, dust mopping all hard, urfaces	
Pulling all trash and replacing bags	
Restocking of all supplies in bathrooms and minor dusting.	
This is a 5 day a week job with work being done between the hours of 8 to 5 Monday thru Friday	
HJS will provide all cleaning chemicals and equipment, as well as trash bags, toilet papel papel towels, and hand soap	
HUS will also be responsible for putting out well doors signs when mopping floors and when it is railing	
The contract is for calendar year 2022 starting danuary file to cereber 31	



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

OFIL

To:

Houston County Board of Commissioners

From:

Michael Phillips, Facilities Superintendent

Date:

December 15, 2021

Re:

Dixie Lawn & Landscaping, Inc. Professional Services

Agreement- Houston County Magistrate Court

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Dixie Lawn & Landscaping, Inc.** for landscape maintenance services at the Houston County Magistrate Court. This agreement would include 26 visits per year at a cost of \$470.00 per month.

Thank you for your consideration of this request.

AGREEMENT

	THIS AGREEMENT,	made this	day of			202	by and
betwe	en <u>Houston County</u>	_Georgia, hereinafter	called	"OWNER"	and Dixie Lawn 8	Lands	caping,
Inc. do	oing business as a La	ndscaper in the State	of Geo	rgia, herei	n- after called "C	ONTRA	CTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- The CONTRACTOR will commence and complete the Landscape Maintenance of Houston County Magistrate Court for Houston County, Georgia and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK".
- 2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the WORK.
- 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS from January 1, 2022 through December 31, 2022.
- The CONTRACTOR agrees to perform all the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of see Exhibit "A" attached.
- 5. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this

Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees, or representatives of the Owner. The contractor will superintend the execution of all work covered by the Agreement which shall be in the exclusive charge and control of the Contractor. The Contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense or take the position in any administrative procedures that it is an agent or employee of the Owner. The Contractor further agrees that as an independent contractor it cannot and will not encumber the Owner with any obligation and that it will make no representation to any person or any party on behalf of the Owner. "CONTRACTOR hereby indemnifies OWNER against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the CONTRACTOR, his subcontractors, agents, or employees arising in or about the premises at any time from the date of this agreement to final completion of this project. CONTRACTOR further covenants to use proper care and caution in the performance of its work hereunder so as not cause damage to any adjoining or adjacent property, and CONTRACTOR shall indemnify and hold the OWNER harmless from any liabilities, claims or demands for damage to such adjoining or adjacent property."

- 6. This Agreement shall not be assigned without the prior written approval of the Owner; and in the event of such assignment without approval, this Agreement shall be void. This Agreement can only be changed, modified, added to, or deleted from by the mutual consent of the parties in writing. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.
- This Agreement is entered into between Houston County and the Contractor and any disputes arising thereunder, shall not be subject to arbitration.

- 8. The term "CONTRACT DOCUMENTS" means and includes the following:

 Exhibit "A" Proposal
- 9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such as amounts required by the CONTRACT DOCUMENTS.
- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts each of which shall be deemed an original on the date first above written.

OWNER (HOUSTON COUNTY, GEORGIA):	CONTRACTOR: (DIXIE LAWN & RANDSCAPING, INC.)
BY:	BY:
NAME:	NAME: JOTH WILTW
TITLE:	TITLE: PRESIDENT
(SEAL)	(SEAL)
ATTEST:	ATTEST:
BY:	BY: Ollow
NAME:	NAME: Dawn Chapmen
TITLE:	TITLE: Office Manager
	U

Dixie Lawn & Landscaping Inc. 3810 Roddy Rd Cochran, GA 31014

Office: 478-934-3838 Fax: 478-934-3880

PROPOSAL

Date: 5-13-21

Property: Houston County Magistrate Court

89 Cohen Walker Dr. Warner Robins, GA 31088

Project: Commercial Landscape Maintenance Bid

Service Options: 26 visits (Bi-weekly all year)

Service Includes: Cut grass, weed eat, edge concrete & bed areas

Blow street - parking lot, steps, entrances, & sidewalks

Pick up all trash & debris

Weed control, beds & cracks in concrete

At Dixie Landscaping, we realize that it's all about the details. We understand that consistently and correctly maintaining <u>ALL</u> ornamental trees, shrubbery, and turf is of great importance to you. At Dixie, we believe in the concept that <u>your property</u> should look like it is supposed to look <u>ALL THE TIME</u>.

Total Bid: \$470.00 per month \$5640.00/annually

Additional Items

Pine Straw (purchase & installation) \$6.00 / bale Bark mulch (purchase & installation) Price will vary upon square footage

Recommended Bi-annually: Recommended to put out 2 times per year (this service can be performed annually, bi-annually, or only at property owner's request)

Seasonal Color: Select Areas (Bi-annual, Fall & Spring) Prices will vary upon plant selection

Josh Wilson

Cell: 478-599-0596

Email:jwldixieland a yahoo.com



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

· Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

OK &

To:

Houston County Board of Commissioners

From:

Michael Phillips, Facilities Superintendent App

Date:

December 15, 2021

Re:

Dixie Lawn & Landscaping, Inc. Professional Services

Agreement- Houston County Health Department

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Dixie Lawn & Landscaping, Inc.** for landscape maintenance services at the Houston County Health Department. This agreement would include 26 visits per year at a cost of \$585.00 per month.

Thank you for your consideration of this request.

AGREEMENT

	THIS AGREEMENT,	made this	day of		202 ر	by and
betwe	en <u>Houston County</u>	_Georgia, hereinaft	er called "O	WNER" and Dixie Lawn	& Lands	caping,
Inc. do	oing business as a La	ndscaper in the Sta	te of Georg	ia, herein- after called "(ONTRA	CTOR".

WITNESSETH: That for and in consideration of the payments and agreements

hereinafter mentioned:

- The CONTRACTOR will commence and complete the Landscape Maintenance of Houston County Health Department for Houston County, Georgia and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK".
- 2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the WORK.
- The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS from January 1, 2022 through December 31, 2022.
- 4. The CONTRACTOR agrees to perform all the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of see Exhibit "A" attached.
- 5. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this

Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees, or representatives of the Owner. The contractor will superintend the execution of all work covered by the Agreement which shall be in the exclusive charge and control of the Contractor. The Contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense or take the position in any administrative procedures that it is an agent or employee of the Owner. The Contractor further agrees that as an independent contractor it cannot and will not encumber the Owner with any obligation and that it will make no representation to any person or any party on behalf of the Owner. "CONTRACTOR hereby indemnifies OWNER against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the CONTRACTOR, his subcontractors, agents, or employees arising in or about the premises at any time from the date of this agreement to final completion of this project. CONTRACTOR further covenants to use proper care and caution in the performance of its work hereunder so as not cause damage to any adjoining or adjacent property, and CONTRACTOR shall indemnify and hold the OWNER harmless from any liabilities, claims or demands for damage to such adjoining or adjacent property."

- 6. This Agreement shall not be assigned without the prior written approval of the Owner; and in the event of such assignment without approval, this Agreement shall be void. This Agreement can only be changed, modified, added to, or deleted from by the mutual consent of the parties in writing. This document contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.
- 7. This Agreement is entered into between Houston County and the Contractor and any disputes arising thereunder, shall not be subject to arbitration.

- The term "CONTRACT DOCUMENTS" means and includes the following:
 Exhibit "A" Proposal
- 9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such as amounts required by the CONTRACT DOCUMENTS.
- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts each of which shall be deemed an original on the date first above written.

OWNER (HOUSTON COUNTY, GEORGIA):	CONTRACTOR: (DIXIE LAWN & // LANDSCAPING, INC.)
BY:	BY: fal we
NAME:	NAME: JUSH WILITURA
TITLE:	TITLE: PRESIDENT
(SEAL)	(SEAL)
ATTEST:	ATTEST
BY:	BY: Ollgon
NAME:	NAME: Drun Clym
TITLE:	TITLE: Office Hough

Dixie Lawn & Landscaping Inc. 3810 Roddy Rd

Cochran, GA 31014 Office: 478-934-3838 Fax: 478-934-3880

PROPOSAL

Date: 5-13-21

Property: Houston County Health Dept.

98 Cohen Walker Dr. Warner Robins, GA 31088

Project: Commercial Landscape Maintenance Bid

Service Options: 26 visits (Bi-weekly all year)

Service Includes: Cut grass, weed eat, edge concrete & bed areas

Blow street - parking lot, steps, entrances, & sidewalks

Pick up all trash & debris

Weed control, beds & cracks in concrete

At Dixie Landscaping, we realize that it's all about the details. We understand that consistently and correctly maintaining <u>ALL</u> ornamental trees, shrubbery, and turf is of great importance to you. At Dixie, we believe in the concept that your property should look like it is supposed to look <u>ALL THE TIME</u>.

Total Bid: \$585.00 per month \$7,020.00.00/annually

Additional Items

Pine Straw (purchase & installation) \$6.00 / bale Bark mulch (purchase & installation) Price will vary upon square footage

Recommended Bi-annually: Recommended to put out 2 times per year (this service can be performed annually, bi-annually, or only at property owner's request)

Seasonal Color: Select Areas (Bi-annual, Fall & Spring) Prices will vary upon plant selection

Josh Wilson

Cell: 478-599-0596

Email:jwldixieland@yahoo.com



Houston County Public Works

Office

2018 Kings Chapel Road Perry, Georgia 31069 478-987-4280 FAX 478-988-8007

Robbie Dunbar Director of Operations

> Jordan Kelley Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner Fire Chief/ EMA Director

> Ronnie Heald, PLS County Engineer

Travis McLendon Roads Superintendent

> Brian Jones, PE Utility Engineer

Terry Dietsch Solid Waste Superintendent

MEMO

12

To: Houston County Board of Commissioners

From: Michael Phillips, Facilities Superintendent

Date: December 15, 2021

Re: Dixie Lawn & Landscaping, Inc. Professional Services

Agreement-Houston County Annex

Staff would like for the Board of Commissioners to consider the attached proposal to enter into a professional agreement with **Dixie Lawn & Landscaping, Inc.** for landscape maintenance services at the Houston County Annex. This agreement would include 26 visits per year at a cost of \$1,650.00 per month.

Thank you for your consideration of this request.

AGREEMENT

	THIS AGREEMENT, ma	ade this	day of		202_	by and
betwe	en <u>Houston County,</u> Ge	eorgia, hereinafter	called "OWNER"	and Dixie Lawn &	Lands	caping,
<u>lnc.</u> do	ing business as a <u>Lands</u>	scaper in the State	of Georgia, herei	n- after called "C(ONTRAC	CTOR".

WITNESSETH: That for and in consideration of the payments and agreements

hereinafter mentioned:

- The CONTRACTOR will commence and complete the Landscape Maintenance of Houston County Annex Property for Houston County, Georgia and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK".
- The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the WORK.
- The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS from January 1, 2022 through December 31, 2022.
- The CONTRACTOR agrees to perform all the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of see Exhibit "A" attached.
- 5. It is understood and agreed between the parties that the Owner is in no way connected with actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind. Nothing in this

- 8. The term "CONTRACT DOCUMENTS" means and includes the following:

 Exhibit "A" Proposal
- 9. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such as amounts required by the CONTRACT DOCUMENTS.
- 10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts each of which shall be deemed an original on the date first above written.

OWNER (HOUSTON COUNTY, GEORGIA):	CONTRACTOR: (DIXIE LAWN & ANDSCAPING, INC.)
BY:	BY: Joh We
NAME:	NAME: JOTH WILTON
TITLE:	TITLE: PRESIDENT
(SEAL)	(SEAL)
ATTEST:	ATTEST: M
BY:	BY: Ollar
NAME:	NAME: Down Chapm
TITLE:	TITLE: Offil Manager

Dixie Lawn & Landscaping Inc. 3810 Roddy Rd

Cochran, GA 31014 Office: 478-934-3838 Fax: 478-934-3880

PROPOSAL

Date: 5-13-21

Property: Houston County Annex Property

200 Carl Vinson Pkwy Warner Robins, GA 31088

Project: Commercial Landscape Maintenance Bid

Service Options: 26 visits (Bi-weekly all year)

Service Includes: Cut grass, weed eat, edge concrete & bed areas

Blow street parking lot, steps, entrances, & sidewalks

Pick up all trash & debris

Weed control, beds & cracks in concrete

At Dixie Landscaping, we realize that it's all about the details. We understand that consistently and correctly maintaining <u>ALL</u> ornamental trees, shrubbery, and turf is of great importance to you. At Dixie, we believe in the concept that <u>your property</u> should look like it is supposed to look <u>ALL THE TIME</u>.

Total Bid: \$1650.00 per month \$19,800.00/annually

Additional Items

Pine Straw (purchase & installation) \$6.00 bale Bark mulch (purchase & installation) Price will vary upon square footage

Recommended Bi-annually: Recommended to put out 2 times per year (this service can be performed annually, bi-annually, or only at property owner's request)

Seasonal Color: Select Areas (Bi-annual, Fall & Spring) Prices will vary upon plant selection

Josh Wilson

Cell: 478-599-0596

Email:jwldixieland a yahoo.com

Summary of bills by fund:

•	General Fund (100)	\$392.571.18
•	Emergency 911 Telephone Fund (215)	\$ 7,356.16
•	Fire District Fund (270)	\$ 14,369.57
•	2006 SPLOST Fund (320)	\$ 0.00
•	2012 SPLOST Fund (320)	\$208,684.75
•	2018 SPLOST Fund (320)	\$ 41,703.27
•	Water Fund (505)	\$ 38,443.84
•	Solid Waste Fund (540)	\$198,321.05
	Total for all Funds	\$901,449.82

Motion by		, second by	and carried	to
	approve disapprove table authorize			

the payment of the bills totaling \$901,449.82