

Houston County Commissioners Meeting

Warner Robins, Georgia | April 23, 2024 | 5:00 P.M.

Call to Order

Pledge of Allegiance – Commissioner Byrd

Invocation – Dr. Henry Childs

Retired USAF Colonel, Board of Elections Member

Recognition – Board of Elections (EAGLE Award)

Approval of Minutes from April 9, 2024

New Business

- 1. Option to Purchase Real Estate (Bonaire Elevated Storage Tank) – Commissioner Byrd**
- 2. Contract Addendum (Dixie Lawn & Landscaping, Inc.) – Commissioner Robinson**
- 3. Annexation Request (City of Warner Robins) – Commissioner Robinson**
- 4. Board of Elections (Poll Workers) – Commissioner Talton**
- 5. Personnel Request (Landfill) – Commissioner Talton**
- 6. Personnel Request (District Attorney's Office) – Commissioner Gottwals**
- 7. Approval of Bills – Commissioner Gottwals**

Public Comments

Commissioner Comments

Motion for Adjournment

1. Option to Purchase Real Estate (Bonaire Elevated Storage Tank) – Commissioner Byrd

This request is to enter an Option to Purchase with David and Jocelyn Daniell for property located on Old Perry Road. This negotiated price is \$250,000, and as a result of the negotiations, earnest money of \$10,000 is required. This option gives the County 90 days to evaluate the site's suitability for the intended use. The parcel will be investigated by staff and Carter & Sloope, the consulting engineers for the Water Department. The site could be purchased for \$250,000 if found to meet the requirements. The \$10,000 earnest money would be applied to the purchase price.

If the site proves unsatisfactory or is considered unsuitable by EPD, then the current owners of the property would be entitled to keep the earnest money. The earnest money and property purchase will be paid using ARPA Funds. This option to purchase will start with the signing of the contract and expire ninety days after.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the signing of an Option to Purchase with David and Jocelyn Daniell, for purchase of property described below:

All that tract or parcel of land situate, lying and being in Land Lot 12 of the 11th Land District of Houston County, Georgia, being known and designated as Tract 2, containing 2.19 acres of land, according to a plat of survey entitled "Plat of Mrs. C.G. Galletly Property" prepared by J.B. Lovell and Assoc, dated October 31, 1951 a copy of which is of record in Plat Book 2, Page 429, Clerk's Office, Houston Superior Court. Said plat incorporated herein by reference and made a part hereof for a more complete and accurate description.

Less and Except all that tract or parcel of land shown in Right of Way deed recorded in Deed Book 5068, Page 46, Clerk's Office Houston Superior Court.

The above described property is conveyed subject to easements and rights-of-way for public roads and utilities as they now exist, and building lines and other matters shown on the aforesaid recorded plat of survey.



Houston County Public Works

Office

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

Brian Jones, PE
Director of Operations

Nancy Lancaster
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief/ EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Terry Dietsch
Utility Director

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, Director of Operations *BJ*

Date: Wednesday, April 17, 2024

CC: Terry Dietsch, Utility Director

RE: Option to Purchase Site for New Elevated Water Storage Tank

Please consider this request to approve an Option to Purchase 2.19 acres located at 217 Old Perry Road. The parcel is proposed to be used as the site for a new elevated water tank to serve the Bonaire area. The negotiated price to purchase the parcel is \$250,000. As a result of the negotiations, earnest money of \$10,000 is required.

The Option gives the County 90 days to evaluate the suitability of the site for the intended use. The parcel will be investigated by staff and Carter & Sloope, the consulting engineers for the Water Department. If found to meet the requirements, the site could be purchased for the \$250,000. The \$10,000 earnest money would be applied to the purchase price.

If the site proves unsatisfactory or is considered unsuitable by EPD, then the current owners of the property would be entitled to keep the earnest money.

The earnest money and purchase of the property will be paid using ARPA funds. Thank you for your consideration of this request.

OPTION TO PURCHASE

THIS AGREEMENT, made this _____ day of _____, 2024, by and between DAVID DANIELL and JOCELYN DANIELL hereinafter referred to as “Sellers” and HOUSTON COUNTY, hereinafter referred to as “Purchaser”;

W I T N E S S E T H

FOR AND IN CONSIDERATION of the sum of \$10,000.00 (ten thousand dollars), the receipt and sufficiency of which is hereby acknowledged, Sellers hereby grant to Purchaser the exclusive right and option to purchase the property described in Exhibit “A” attached hereto and by reference made a part hereof.

1. TERM OF OPTION. The term of the option granted hereby shall begin on the date of the execution hereof, execution of this Option to Purchase will be subject to approval of the Board of Commissioners of Houston County at a regularly scheduled commissioners’ meeting and shall expire at twelve o’clock midnight on the 90th day thereafter.

2. EXERCISE OF OPTION. The option granted hereby may be exercised by Purchaser at any time during the term specified above by the giving of written notice by Purchaser to Sellers at 503 Altamaha Way, Bonaire, GA 31005, either in person or by mail, provided that such notice will be deemed to have been given only at the time of actual receipt of said notice by Sellers.

3. TERMS OF PURCHASE. In the event Purchaser exercises the option granted hereby, the purchase and sale shall be consummated according to the terms and conditions of a Contract for Purchase and Sale to be executed by the Parties hereto with a sales price of

\$250,000.00 (two hundred fifty thousand dollars). At that time the option money paid shall become earnest money and shall be credited to the Purchaser at the closing of the property.

4. FAILURE TO EXERCISE OPTION. In the event that Purchaser fails to exercise the option granted hereby within the time specified herein for any reason, Sellers will retain all option money paid hereunder; this option will terminate; and neither party will have any further duties or obligations to the other.

IN WITNESS WHEREOF, Sellers has hereunto affixed their hand(s) and seal(s) the day and year first above written.

Sellers:

David Daniell

Jocelyn Daniell

IN WITNESS WHEREOF, Purchaser has hereunto affixed their hand(s) and seal(s) this ____ day of _____, 2024.

Houston County

By: _____

Name: Dan Perdue

Title: Chairman

By: _____

Name: Robbie Dunbar

Title: Director of Administration

Exhibit "A"

All that tract or parcel of land situate, lying and being in Land Lot 12 of the 11th Land District of Houston County, Georgia, being known and designated as Tract 2, containing 2.19 acres of land, according to a plat of survey entitled "Plat of Mrs. C.G. Galletly Property" prepared by J.B. Lovell and Assoc, dated October 31, 1951 a copy of which is of record in Plat Book 2, Page 429, Clerk's Office, Houston Superior Court. Said plat incorporated herein by reference and made a part hereof for a more complete and accurate description.

Less and Except all that tract or parcel of land shown in Right of Way deed recorded in Deed Book 5068, Page 46, Clerk's Office Houston Superior Court.

The above described property is conveyed subject to easements and rights-of-way for public roads and utilities as they now exist, and building lines and other matters shown on the aforesaid recorded plat of survey.

2. Contract Addendum (Dixie Lawn & Landscaping, Inc.) – Commissioner Robinson

This request is to extend the current agreement with Dixie Lawn & Landscaping, Inc., and add Lake Joy Road from Houston Lake Road to Langston Road to the agreement. Dixie Lawn & Landscaping, Inc. has agreed to the additional road with an increase of 2% added per Renewal term year covered under this Addendum. This will be a 2% increase for each year starting with the beginning date of this Addendum.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the signing of an Addendum to the contract with Dixie Lawn & Landscaping, Inc., of Cochran, Georgia with a 2% increase per renewal term year covered in the Addendum.

ADDENDUM TO AGREEMENT

THIS ADDENDUM, made this _____ day of _____, 2024 by and between **Houston County, GA**, (hereinafter called “County”) and **Dixie Lawn & Landscaping, Inc.** doing business as a Landscaper in the State of Georgia, (hereinafter called “Contractor”).

WITNESSETH:

WHEREAS, County bid out the landscape maintenance of certain County Roads and Rights of Way throughout the County, (hereinafter referred to as “Road Maintenance”);

WHEREAS, at their March 16, 2021, regularly scheduled Board of Commissioners Meeting the County accepted and approved Contractor’s Proposal, hereinafter referred to as “Proposal” and attached hereto as Exhibit “A”, to provide Road Maintenance to certain County Roads and Rights of Way throughout the County as an independent contractor by entering into an Agreement dated March 17, 2021;

WHEREAS, at their December 21, 2021, regularly scheduled Board of Commissioners Meeting the County renewed the Agreement at the same pricing as detailed in the Agreement, hereinafter referred to as “Renewal” and attached hereto as Exhibit “B”;

WHEREAS, it is now understood that the Proposal, Exhibit “A” and the Renewal, Exhibit "B", as agreed upon by the Parties, should reflect the addition of 1.42 miles to be covered on Lake Joy and should now read “Lake Joy (Hwy 96 to Houston Lake) 5.15 miles” increasing the total miles covered to 42.85 miles;

WHEREAS, Contractor has requested a two (2) percent increase to the fees associated with each Renewal term year covered under this Addendum; and

WHEREAS, the County has agreed to a two (2) percent increase with each Renewal term year covered under this Addendum.

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

NATURE OF SERVICE

1.

The Parties agree that when the area to be covered is referenced throughout this Addendum, that area now includes the 1.42 miles extension to be covered on Lake Joy and the area now reads as follows: “Lake Joy (Hwy 96 to Houston Lake) 5.15 miles” increasing the total miles covered to

42.85 miles. The Parties hereto reinstate the terms of the Agreement and Renewal as modified herein.

2.

Contractor agrees to perform Road Maintenance, as defined under the section titled “Service Includes” in the Proposal, (attached hereto and made a part of as Exhibit “A”), throughout the County at the “Service Property’s” detailed on said Proposal (Exhibit “A”).

3.

The Contractor will furnish all the equipment and manpower necessary to perform the Road Maintenance as mentioned in paragraph 1 and detailed in the Proposal (Exhibit “A”).

4.

Contractor agrees to perform Road Maintenance at the frequency defined in the Proposal (Exhibit “A”).

5.

The Parties understand that in order to add additional areas to this Addendum, County will request a modification to the Addendum. The Contractor agrees to cooperate with the County to negotiate any such modification requests.

PAYMENT

6.

County agrees to pay Contractor the fees with a two (2) percent increase added per Renewal term year covered under this Addendum to the fees outlined in the Renewal, attached hereto as Exhibit “B”. This will be a two (2) percent increase for each year starting with the beginning date of this Addendum and is to be increased each year until this Addendum expires.

TERM

7.

Subject to provisions for termination set forth below, this Addendum will begin on April 23, 2024 and will end on April 23, 2027.

TERMINATION

8.

Either party may terminate this Addendum without cause at any time upon thirty (30) days written notice to the other party. Additionally, the County may terminate this Addendum at any time for good cause by providing written notice to the Contractor. Good cause includes the failure to comply with the terms of this Addendum to an extent that the delivery of service is impaired or rendered impossible.

INDEPENDENT CONTRACTOR RELATIONSHIP

9.

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

INDEMNIFICATION

10.

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

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

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

INSURANCE

11.

Contractor shall procure and maintain insurance at its own expense that shall protect the Contractor from any claims from bodily injury, property damage, or personal injury that may arise out of operations under this Addendum. Such insurance policies shall include coverage for Workers Compensation and Professional Liability.

SEVERABILITY

12.

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

MODIFICATION

13.

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

FORCE MAJEURE

14.

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

TAXES

15.

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

BINDING EFFECT

16.

This Addendum shall be binding upon the parties hereto, their heirs, legal representatives, successors, and assigns.

GOVERNING LAW

17.

This Addendum shall be construed under the laws of the State of Georgia.

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

HOUSTON COUNTY:

DIXIE LAWN & LANDSCAPING, INC.

By: _____
Chairman Dan Perdue

By: _____
Josh Wilson, President

Attest By: _____
Robbie Dunbar, Director of Administration

Attest By: _____
Print Title: _____
Print Name: _____

EXHIBIT "A"

Dixie Lawn & Landscaping Inc.
3810 Roddy Rd
Cochran, GA 31014
Office: 478-934-3838
Fax: 478-934-3880

PROPOSAL

Date: 2-23-21

Property: Houston County
2018 Kings Chapel Rd.
Perry, GA 31069

Project: Commercial Landscape Maintenance Bid

| | | |
|---------------------|--|--------------------|
| Service Property's: | 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 |

Service Frequency: 19 Visits (bi-weekly March-Oct.)
12 men 3 (4 men) crews

| Service Includes: | <u>Description:</u> | <u>Occurrence:</u> |
|-------------------|------------------------------|--------------------|
| | Cut grass, warm season turf | 19 |
| | Edge Curbs & Walks | 9 |
| | Blow Curbs & Walks | 19 |
| | Spray Round-up Hard Surfaces | 19 |
| | Large trash & debris removal | 19 |

Total Bid: \$21,540.00 per visit \$34,105.00 per month \$409,260.00/annually

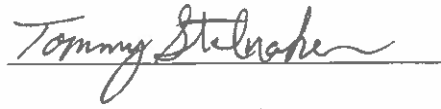
Slopes: Dixie will weed eat/cut all slopes along above stated properties.
We will weed eat slopes to 4-6 inches in height depending on the grass variety. (Recommended 3 times per year)

Total Bid with slopes: \$23,359.00 per visit \$36,985.08 per month \$443,821.00/annually

Dixie Lawn & Landscaping will provide all equipment & manpower necessary to keep the properties maintained at a consistent, satisfactory level through March to October. To complete the properties on a bi-weekly basis, we will cut half of the properties the 1st week and the other half the 2nd week.



Josh Wilson
Cell: 478-599-0596
Email: jw1dixieland@yahoo.com



Customer Representative

Dixie Lawn & Landscaping Inc.
3810 Roddy Rd
Cochran, GA 31014
Office: 478-934-3838
Fax: 478-934-3880

PROPOSAL

Additional Items:

Slopes: Dixie will weed eat/cut all slopes along above stated properties.
We will weed eat slopes to 4-6 inches in height depending on the grass
variety. (Recommended 3 times per year)

\$11,520.00 per cut

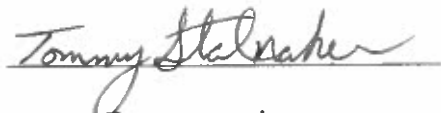
Per Mile Pricing: Dixie will mow additional areas or areas more
frequently an owner's request

\$575.00 per mile

Dixie Lawn & Landscaping has provided pricing with 3 cutting of the slopes in the yearly price or the option
to keep separate & mow at owners request.



Josh Wilson
Cell: 478-599-0596
Email: jw1dixieland@yahoo.com



Customer Representative

EXHIBIT "B"

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: 12-7-21

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.

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. (Hwy 127 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.



Josh Wilson

Houston County



3. Annexation Request (City of Warner Robins) – Commissioner Robinson

This request from the City of Warner Robins is to annex the property located at 100 Glenwood Ave.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the annexation, to the City of Warner Robins, of property located at 100 Glenwood Avenue, also known as Tax Parcel 00075A 012000, containing 0.59 acres. The current zoning of the property is County RMH the proposed zoning is City of Warner Robins C-2.

4. Board of Elections (Poll Workers) – Commissioner Talton

The Board of Elections requests approval to hire poll workers for the upcoming May 21, 2024 General Primary/Nonpartisan Election.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

hiring the following poll workers for the May 21, 2024 General Primary/Nonpartisan Election, and for Accounting to make any and all budget adjustments:

| | | AMOUNT | TOTAL |
|-----|---|----------|--------------------|
| 17 | Managers (Precinct) | \$175.00 | \$2975.00 |
| 34 | Assistant Managers (Precinct) | \$125.00 | \$4250.00 |
| 103 | Clerks | \$115.00 | \$11,845.00 |
| 154 | Training | \$25.00 | \$3850.00 |
| 5 | Janitors | \$15.50 | \$77.50 |
| 1 | Janitor | \$25.00 | \$25.00 |
| 233 | BMD (Ballot Marking Device) | \$2.00 | \$466.00 |
| 3 | Election Supply Load Out Help | \$75.00 | \$225.00 |
| 3 | Election Night Equipment Return Help | \$75.00 | \$225.00 |
| 3 | Election Night Check-In Clerks | \$75.00 | \$225.00 |
| 17 | Supply pick-up/return supplies (Managers) | \$10.00 | \$170.00 |
| 17 | Cell Phones | \$10.00 | \$170.00 |
| 2 | Ballot Scan Clerks | \$100.00 | \$200.00 |
| | TOTAL | | \$24,703.50 |

5. Personnel Request (Landfill) – Commissioner Talton

This request is to fill the vacant Heavy Equipment Operator position at the Landfill.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the hiring of Mr. Charles Powers to fill the vacant Heavy Equipment Operator position at the Landfill at Grade 13 Step C. Staff has reviewed his qualifications and he has the experience to merit the step and grade. The effective date will be April 24, 2024.

6. Personnel Request (District Attorney's Office) – Commissioner Gottwals

This request is to fill the vacant Assistant District Attorney position in the District Attorney's Office.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the hiring of Ms. Maggie Dixon to fill the vacant Assistant District Attorney position at a Grade 30 Step E effective April 24, 2024. Staff has reviewed her qualifications and she does exceed the requirements for the E Step.

7. Approval of Bills – Commissioner Gottwals

Summary of bills by fund:

| | |
|---|-----------------------|
| General Fund (100) | \$754,449.27 |
| Drug Abuse Treatment. & Education (212) | \$9,171.15 |
| Emergency 911 Telephone Fund (215) | \$4,117.57 |
| American Rescue Plan Act (230) | \$109,363.06 |
| Fire District Fund (270) | \$88,933.51 |
| 2006 SPLOST Fund (320) | \$2,761.20 |
| 2012 SPLOST Fund (320) | \$450,060.57 |
| 2018 SPLOST Fund (320) | \$421,742.44 |
| Water Fund (505) | \$186,218.05 |
| Solid Waste Fund (540) | \$642,095.28 |
| Total | \$2,668,912.10 |

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the payment of the bills totaling **\$2,668,912.10**.