

Houston County Commissioners Meeting

Perry, Georgia | February 7, 2023 | 9:00 A.M.

Call to Order

Invocation – Commissioner Gottwals

Pledge of Allegiance – Lieutenant Colonel Gerry Thompson
Commander, 12th Airborne Command & Control Squadron

Presentation of George Washington in Savannah 1791 Print
John Trussell and Members of the Ga Sons of the American Revolution Central Region

Approval of Minutes from January 17, 2023

New Business

- 1. Public Hearing on Special Exception Applications – Commissioner Byrd**
- 2. Amendment to Ground Lease (Central Ga. Soccer Association) – Commissioner Byrd**
- 3. Board Appointment – Commissioner Byrd**
- 4. Addition to the Position Control (Senior Accountant Position) – Commissioner Byrd**
- 5. Overhead and Underground Right-of-Way Easement (Flint Energies)- Commissioner Gottwals**
- 6. Final FY22 Budget Adjustment – Commissioner Gottwals**
- 7. Bid Approval (2 Rotary Mowers) – Commissioner Gottwals**
- 8. Approval of a Deed (Perry Wastewater Treatment Facility) – Commissioner Gottwals**
- 9. Bid Approval (AE Harris Road, Phase 1 Water System Improvement) – Commissioner Robinson**
- 10. Service Agreement (Judicial Alternatives of Georgia, Inc.) – Commissioner Robinson**
- 11. Independent Contractor Agreement (Juvenile Court) – Commissioner Robinson**
- 12. Board Appointment – Commissioner Robinson**
- 13. Change Order (2 New Custom Pumpers) – Commissioner Talton**
- 14. Approval of Price Increase (Kubota KX080 Excavator) – Commissioner Talton**
- 15. Memorandum of Agreement (LMIG) – Commissioner Talton**
- 16. City of Perry De-annexation (325 Airport Road) – Commissioner Talton**
- 17. Approval of Bills – Commissioner Talton**

Public Comments

Commissioner Comments

Motion for Adjournment

1. Public Hearing on Special Exception Applications – Commissioner Byrd

			Recommendation	Vote
#2653	Elvin M. Cruz Melo	Taxi Service	Approval	Unanimous
#2654	Thomas & Kamerin Bazemore	Special Events Facility	Approval	Unanimous
#2655	Candace Wilder	Vintage Furniture & Collections	Table	Unanimous
#2656	Woon Pak	Sewing & Alterations	Approval	Unanimous
#2657	Frank Bragg	Clearing & Mulching	Approval	Unanimous

Motion by _____, second by _____ and carried _____ to

approve disapprove table

the following applications to include any and all stipulations as noted on the Zoning & Appeals recommendation and Section 95 Requirements staff report:

#2653	Elvin M. Cruz Melo	Taxi Service
#2654	Thomas & Kamerin Bazemore	Special Events Facility
#2656	Woon Pak	Sewing & Alterations
#2657	Frank Bragg	Clearing & Mulching

and to

approve disapprove table

application #2655, Candace Wilder, for Vintage Furniture & Collections.

2. Amendment to Ground Lease (Central Ga. Soccer Association) – Commissioner Byrd

This is the first amendment to the Ground Lease between the Board of Commissioners of Houston County and Central Georgia Soccer Association. This amendment will change the term of the lease to start February 7, 2023 and end February 7, 2035. Also, to amend it to have an automatic renewal of ten years with an eleven month notice to void the lease.

Motion by _____, second by _____ and carried _____ to

approve

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authorize

**the signing of First Amendment to Ground Lease with Central Georgia Soccer Association.
This amendment will change the term of the lease and the automatic renewal.**

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE made and entered into by and between **BOARD OF COMMISSIONERS OF HOUSTON COUNTY**, hereinafter referred to as “Lessor”, and **CENTRAL GEORGIA SOCCER ASSOCIATION**, hereinafter referred to as “Lessee”.

WHEREAS, Lessor and Lessee previously entered into a Ground Lease for certain property off of Cohen Walker Drive, Warner Robins, Georgia more particularly described in said Ground Lease dated August 12, 2009. The Parties desire to amend said Ground Lease.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration the Ground Lease between the Parties dated August 12, 2009 is hereby amended as follows:

1.

ARTICLE 2.LEASE TERM; Section 2.01 is removed, and a new Section 2.01 is hereby inserted and shall read as follows:

2.01 This lease shall be for a term of twelve years, hereinafter referred to as “Lease Term”, commencing on February 7, 2023 and expiring on February 7, 2035.

2.

ARTICLE 2.LEASE TERM; Section 2.02 is amended to change the renewal term in the second sentence to a ten year term. Also, to amend the last sentence to provide for an eleven month notice period and shall read as follow:

2.02 The terms and conditions of this Lease shall automatically renew upon expiration of the original lease, unless notice to void this Lease is provided by either Party. The automatic renewal will be for an additional ten year term. If Lessee discontinues using the demised premises for the purpose set forth in Section 4.01, this lease shall be terminated. The parties agree that if future commissioners decide to void this Lease, Lessee will be given 11 months notice to vacate the premises.

3.

Except for the aforementioned changes the Ground Lease shall remain in full force and effect.

SO AMENDED, this _____ day of _____ 2023.

**LESSEE: CENTRAL GEORGIA
SOCCER ASSOCIATION**

By: _____

**LESSOR: BOARD OF
COMMISSIONERS OF HOUSTON
COUNTY**

By: _____

3. Board Appointment – Commissioner Byrd

The Houston County Board of Commissioners would like to acknowledge the City of Perry's reappointment of Mr. Geoff Burkart to the Perry-Houston County Airport Authority. The Board of Commissioners needs to take no action on the appointment since it is from the City of Perry.

MEMBERS OF COUNCIL

Darryl Albritton
Phyllis Bynum-Grace
Riley Hunt
Robert Jones
Willie King
Joy Peterson



Where Georgia comes together.

MAYOR
Randall Walker

CITY MANAGER
R. Lee Gilmour

ASSISTANT CITY MANAGER
Robert Smith

CITY ATTORNEY
Brooke Newby

January 4, 2023

Mr. Geoff Burkart
P.O. Box 2208
Perry, GA 31069

Re: Re-Appointment to the Perry-Houston County Airport Authority

Dear Mr. Burkart:

I write to express the City's gratitude that you have accepted re-appointment as the City's representing Authority Member on the Perry-Houston County Airport Authority. The Council, at its January 3, 2023 meeting unanimously supported your appointment as the City's representative on the Authority.

Your service in this capacity has been invaluable. Thank you for offering your time and expertise to this important entity.

Sincerely,

Randall Walker
Mayor

xc: Hon. City Council
City Manager
Mr. J. Marquardt, Airport Manager

4. Addition to the Position Control (Senior Accountant Position) – Commissioner Byrd

Danyelle George, Director of Finance, has requested the creation of a new position of Senior Accountant in the Accounting Department. This position will be utilized for assisting with day-to-day activities, supervisory responsibilities, asset management, grants, budget, audits, SPLOST analytics and other tasks as assigned.

Motion by _____, second by _____ and carried _____ to

approve

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authorize

adding the position of Senior Accountant to the Houston County Position Control Listing at a grade 28. Also, to give permission to the Director of Finance to make the necessary budget adjustments.



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: January 26, 2023
Re: Senior Accountant Position

Danyelle George, Director of Finance, is requesting to add a Senior Accountant position. This position will be utilized for assisting with day to day activities, supervisory responsibilities, asset management, grants, budget, audits, SPLOST analytics and other tasks as presented. Based on the responsibilities and requirements it is determined that this position should be a grade 28. I used internal and external equity compensation methods to make this determination. I have attached the Job description for your review.

Please consider this request to add this position to the position control and begin recruiting effective February 8, 2023.

HOUSTON COUNTY, GEORGIA CLASSIFICATION SPECIFICATION

CLASSIFICATION TITLE: Senior Accountant

PURPOSE OF CLASSIFICATION

The purpose of this classification is under general direction, manages staff responsible for payroll, accounts payable, accounting, financial reporting and coordination of audits and inquiries by various funding and regulatory agencies and assists with the operations associated with finance for the County.

ESSENTIAL FUNCTIONS

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Establishes bookkeeping and control systems.

Oversee the maintaining and balances Water, 911, landfill, and General Fund accounts, ledgers, and other financial records.

Prepare a wide variety of accounting, fiscal, statistical, and other reports, verifies, corrects, and maintains detailed financial reports, records and documentation; distributes documentation or maintains records as appropriate.

Compiles and/or tracks statistical or other data pertaining to financial operations; performs basic research as needed; makes applicable calculations, prepares, or generates reports; maintains records.

Manage and performs general accounting/bookkeeping functions (e.g., posting financial data; balancing cash receipts; preparing bank deposits, reconciling bank statements; researching financial discrepancies; maintaining account records; maintain financial ledgers; preparing financial reports; etc.)

Manages the receipt of county revenues from all sources; disburses revenues to appropriate funds and accounts.

Processes and calculates payroll; calculates and verifies payroll taxes; signs checks; groups checks for distribution; post labor distribution; prepares wage reconciliation for auditors.

Supervises and assists in processing accounts payables; receives purchase orders, invoices ad related documentation; reviews for accuracy and completeness; performs applicable calculations; processes payments.

Generates computerized and/or manual checks; post disbursements to appropriate accounts; signs checks; prepares checks for distribution or mailing.

Manages grant funding and reporting.

Oversee and perform capital asset accounting.

Prepares routine correspondence, forms, reports, checks, and other documents via computer and/or typewriter.

Receives various forms, correspondence, and other documentation; reviews, responds, forwards, maintains, and/or takes other action as appropriate.

Communicates with vendors or other individuals to discuss discrepancies, problems, etc.

Coordinates effective communications by initiating outgoing communications, responding to incoming communications, and relaying information between the department and other departments, outside agencies, and the general public.

Answers the telephone; provides information and assistance, takes and relays messages and/or directs calls to appropriate personnel; returns calls, as necessary.

Responds to routine requests for information or assistance from members of the staff, the public, or other individuals.

ADDITIONAL FUNCTIONS

Assist with the preparation of annual budget.

Provides instructions, guidance and enforcement of financial policies and procedures to staff in performing essential job duties.

Reviews and approves accounting transactions and reports including journal entries, wire transfer requests, bank reconciliation and grant reports.

Performs other related duties as required.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of departmental functions, organization, and policies; knowledge of routine accounting principles and practices; knowledge of bookkeeping methods and terminology; knowledge of accounts receivable and accounts payable procedures; knowledge of standard office practices and procedures; knowledge of filing and recordkeeping methods; knowledge of bookkeeping/accounting practices and principles; knowledge of standard office equipment; and knowledge of basic computer applications and techniques.

Must have and maintain knowledge of Governmental Accounting Standards Board standards, procedures and practices.

Skill in performing standard bookkeeping/accounting work functions; skill in customer service and interpersonal relations; skill in operating standard office equipment; and skill in utilizing various computer software programs relevant to the position.

Ability to understand departmental policies, procedures, rules and regulations; ability to maintain accurate bookkeeping and financial recordkeeping systems; ability to organize work activities and establish priorities; ability to carry out projects with minimal supervision; ability to maintain confidentiality of department information; ability to work with frequent interruptions or under pressure; ability to gather and compile data for reports; ability to prepare accurate financial reports; ability to understand and follow detailed written and oral instructions; ability to communicate effectively both orally and in writing; ability to establish and maintain effective working relationships with employees, customers, other agencies, and the general public; ability to effectively interact with customers, often in stressful situations or in situations requiring courtesy and tact; ability to establish and maintain effective filing systems; ability to perform required mathematical calculations; ability to operate standard office equipment; ability to perform data entry accurately with appropriate speed; and ability to utilize various computer software programs relevant to the position.

MINIMUM QUALIFICATIONS

Bachelor's degree in Accounting, Finance, or related field required; five years of experience in accounting, or a related field; and/or three years in governmental accounting or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. A qualified candidate may have experience with multiple accounting software programs. Local Government Finance Officer Level 1 and Level 2 certifications preferred.

MINIMUM REQUIREMENTS TO PERFORM ESSENTIAL JOB FUNCTIONS

PHYSICAL REQUIREMENTS: Must be able to operate a variety of automated office equipment including a computer, printer, typewriter, copy machine, facsimile machine, check signer, postage meter, calculator, and telephone. Physical demand requirements are at levels of those for light work.

DATA COMPREHENSION: Requires the ability to compare and/or judge the readily observable functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people, or things which may include forms, reports, reference materials, policy manuals, and procedural manuals.

INTERPERSONAL COMMUNICATION: Requires the ability to speak with and/or signal people to convey or exchange financial information, including giving assignments and/or directions to co-workers or assistants as well as communicating with the general public.

LANGUAGE ABILITY: Requires ability to read a variety of financial documentation, directions, instructions, and methods and procedures. Requires the ability to complete forms and to write job related documentation and reports with proper format, punctuation, spelling and grammar, using all parts of speech. Requires the ability to speak with and before others with poise, voice control, and confidence using correct English and well-modulated voice.

INTELLIGENCE: Requires the ability to learn and understand relatively complex accounting/bookkeeping principles and techniques; to understand departmental policies and procedures; to make independent judgments in absence of supervision; and to acquire and be able to expound on knowledge of topics related to primary occupation.

VERBAL APTITUDE: Requires the ability to record and deliver information, to explain procedures, and to follow verbal and written instructions.

NUMERICAL APTITUDE: Requires the ability to utilize mathematical formulas; add and subtract totals; multiply and divide totals; determine percentages; and determine time and weight.

FORM/SPATIAL APTITUDE: Requires the ability to visually inspect items for proper length, width, and shape using job related equipment.

MOTOR COORDINATION: Requires the ability to coordinate hands and eyes in using automated office equipment.

MANUAL DEXTERITY: Requires the ability to handle a variety of items, automated office equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting motion or turning motion while coordinating other hand with different activities. Must have minimal levels of eye/hand/foot coordination.

COLOR DIFFERENTIATION: May require the ability to discern color.

INTERPERSONAL TEMPERAMENT: Requires the ability to deal with and relate to people beyond giving and receiving instructions. Must be able to adapt to and perform under minimal stress when confronted with an emergency.

PHYSICAL COMMUNICATION: Requires the ability to talk, express, or exchange ideas by means of spoken words and/or hear and perceive nature of sounds by ear.

5. Overhead and Underground Right-of-Way Easement (Flint Energies)- Commissioner Gottwals

Flint Energies has requested an Easement to accommodate providing service to the Public Safety Complex under construction in Bonaire.

Motion by _____, second by _____ and carried _____ to

approve

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Chairman Perdue signing the overhead and underground right-of-way easement (Work Order #207024) with Flint Electric Membership Corporation as depicted on Exhibit "A" and as more particularly described on Exhibit "B" (property more commonly known as Tax Parcel 001250 114000) for the transmission and distribution of electric power to the new Public Safety Complex.

Return to:
Flint EMC
Attn: Easement Coordinator
P.O. Box 308
Reynolds, GA 31076-0308

**OVERHEAD AND UNDERGROUND
RIGHT OF WAY EASEMENT**

STATE OF GEORGIA

Work Order 207024

COUNTY OF HOUSTON

Map 267-01

THIS AGREEMENT made this ____ day of JANUARY 2023, between BOARD OF COMMISSIONERS OF HOUSTON COUNTY of the State of Georgia, County of Houston, whose address is 200 CARL VINSON PARKWAY, WARNER ROBINS, GA 31088, Party of the First Part (hereinafter called "Owner"), and FLINT ELECTRIC MEMBERSHIP CORPORATION, a Georgia Corporation, Party of the Second Part (hereinafter referred to as "Flint EMC").

WITNESSETH:

That the said Party of the First Part, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, in hand paid at and before the sealing and delivery of these presents, Owner has granted, bargained, sold and conveyed, and by these presents do(es) grant, bargain, sell and convey unto said Flint EMC, its successors and assigns, an easement and right of way to serve property of the Owner or other members of Flint EMC. The easement and right of way is indicated on a drawing attached as exhibit "A" and is more particularly described on exhibit "B" attached hereto. Exhibits "A" and "B" are incorporated herein and made a part hereof for all purposes.

Said easement to be used to lay, construct, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands for the transmitting and distributing of electric power, including all wires, cables, handholds, manholes, transformers, transformer enclosures, concrete pads, connection boxes, guy wires, anchors, poles, stub poles, ground connections, attachments,

equipment, accessories and appurtenances desirable in connection therewith all of which is hereafter referred to as "Facilities". Guy wires, anchor and stub poles may be located outside the boundaries of the easement area.

The Facilities erected hereunder shall remain the property of Flint EMC and Flint EMC shall have the right to inspect, rebuild, repair, remove, improve and make such changes, alterations, substitutions and additions in and to its facilities as Flint EMC may from time to time deem advisable, including the right to increase or decrease the number of poles, conduits, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

Flint EMC shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions and to cut, trim and control the growth by chemical means, machinery or otherwise; trees and shrubbery located within twenty (20) feet of the centerline of the pole and conductors situated on the property for overhead construction, or twenty (20) feet on either side of the survey line shown in Exhibit "A" annexed hereto, or located within ten (10) feet of the center line for underground construction, or located within five (5) feet of the center line for overhead service drops, or located within ten (10) feet of the centerline of guy or anchor and, **to cut and remove any tree or trees ("Danger Tree(s)) outside the right of way area which, in the opinion of Flint EMC or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system.** The right conferred herein grants to Flint EMC the right to control vegetation that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right of way which may incidentally and necessarily result from the means of control employed). All trees and limbs cut by Flint EMC at any time shall remain the property of the Owner. **As used herein, a Danger Tree is a tree whose height plus five feet is equal to or greater than the distance from the base thereof to a point on the ground directly beneath the nearest portion of the line or system.** Flint EMC shall have the right to enter Owners premises, outside of the defined easement, to have access to Danger Trees and the same shall not constitute a trespass, forcible entry, detainer or other tort.

Flint EMC shall not be liable for, nor bound by, any statement, agreement, or understanding not herein expressed. The undersigned warrant(s) title to the property herein affected with the understanding that Flint EMC is relying upon said warranty in obtaining this easement.

Owner, his successors and assigns may use the land within the easement for any purpose not inconsistent with the right hereby granted provided such use does not interfere with or endanger the construction, operation or maintenance of Flint EMC's facilities.

For the purpose of constructing, inspecting, maintaining or operation of its facilities, Flint EMC shall have the right of ingress to and egress from the easement over

the lands of Owner adjacent by the easement and lying between public and private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner.

It is specifically agreed that where there is a reference to Owner the same shall be construed to mean as well the heirs, representatives, successors and assigns, either voluntary or by act of the Parties or involuntary by operation of the law of the same, and shall be held to include the plural if there should be more than one, and shall also include the masculine and feminine sex.

TO HAVE AND TO HOLD the said bargained right of way and easement, together 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 in behalf of Flint EMC, its successors and assigns.

And the Owner will warrant and forever defend the right and title to the above described easement and right of way unto Flint EMC against the lawful claims of Owner and others claiming by, through or under Owner.

IN WITNESS WHEREOF, the said Owner has hereunto set his hand and affixed his seal and delivered these presents, the day and year above written.

**OWNER: BOARD OF COMMISSIONERS
OF HOUSTON COUNTY**

ATTEST :(if necessary)

By: _____

By: _____

Title: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission expires: _____
[NOTARIAL SEAL]

EXHIBIT "A"

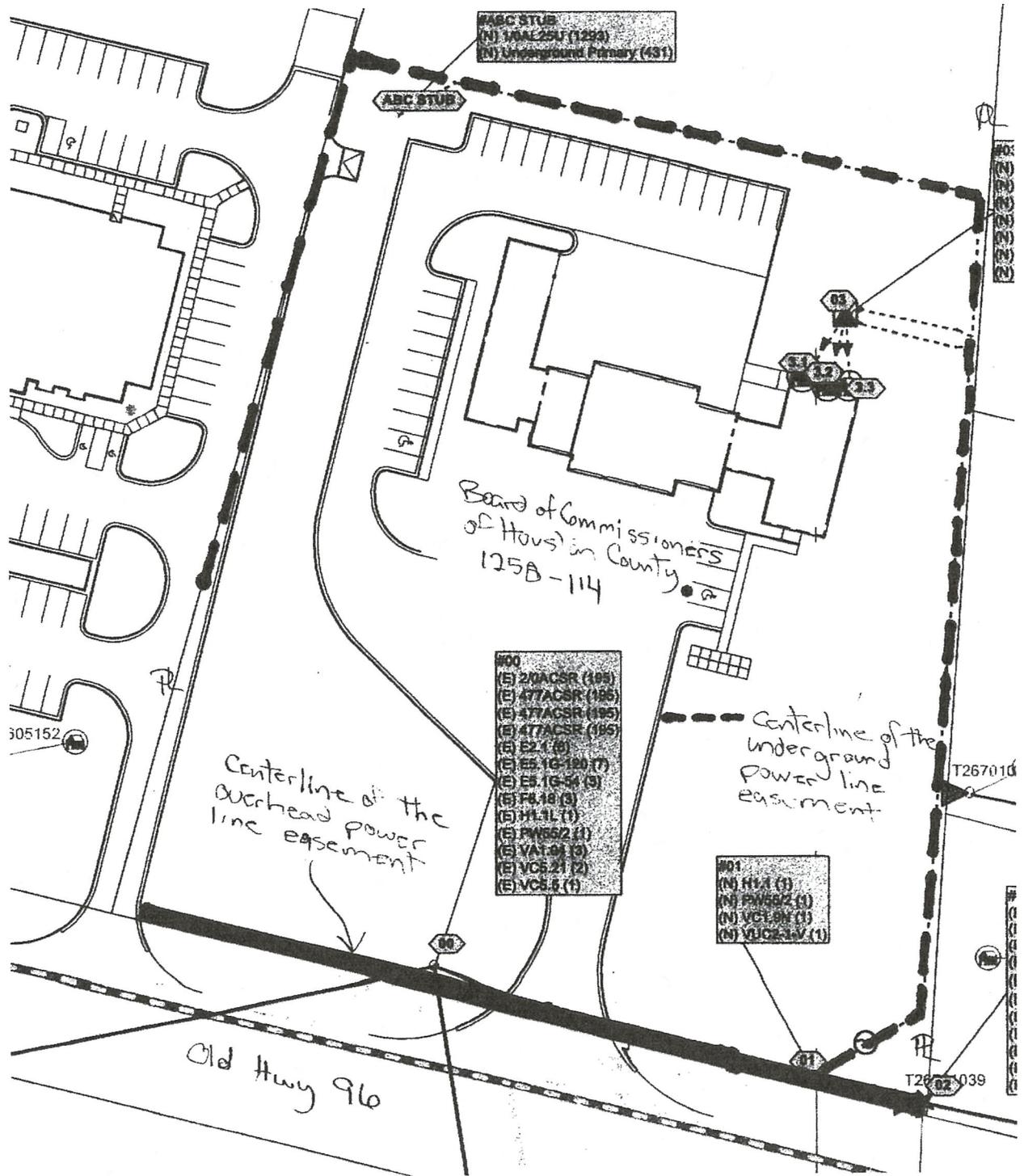


EXHIBIT "B"

All that tract or parcel of land situate, lying and being in Land Lot 21 of the Eleventh Land District of Houston County, Georgia, being known and designated as Tract 14, containing 6.12 acres according to a plat of survey for Thomas L. Mason, Inc. prepared by Brent Cunningham, Surveyor on July 11, 1996, a copy of said plat being of record in Plat Book 49, Page 46, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

The easement conveyed hereby is a portion of the property described above, as shown on EXHIBIT "A" and is more particularly described as follows:

Commence at the intersection of the west right-of-way of Southern Railroad and the north right-of-way of Old Hwy 96;

Thence proceed in a West direction along the north right-of-way of Old Hwy 96 about 980 feet, more or less, to a point in the west property line of said property, which is the POINT OF BEGINNING;

Said POINT OF BEGINNING shall be the centerline of the easement; thence proceed in an East direction overhead along the north right-of-way of Old Hwy 96 about 385 feet, more or less, to a point in the east property line of said property, thence proceed in a West direction underground along the north right-of-way of Old Hwy 96 about 10 feet, more or less, to a point in the north right-of-way of Old Hwy 96, thence proceed in a North direction underground parallel to the east property line of said property about 480 feet, more or less, to a point, thence proceed in a West direction underground about 285 feet, more or less, to a point in the west property line of said property, thence proceed in a South direction underground along the west property line of said property about 210 feet, more or less, to a point in the west property line of said property, said overhead easement shall be 40 feet of even width, (20 feet on either side of the centerline). In addition, said easement shall include 10 feet of even width around all guy wires and anchors that extend beyond the easement described above. Said underground easement shall be 20 feet of even width, (10 feet either side of the centerline).

Subject property is more commonly known as:

Old Hwy 96
Bonaire, GA 31005
Tax Parcel 1250 114

6. Final FY22 Budget Adjustment – Commissioner Gottwals

It is necessary to make final budget adjustments for Fiscal Year 2022.

Motion by _____, second by _____ and carried _____ to

approve

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The following FY22 Budget Adjustments:

Special Revenue Funds		
<i>Increase Expenditures</i>		
District Attorney	Judicial Expenses	\$74,400
District Attorney	Transfers Out	\$356,000
Jail Inmate	Public Safety	\$13,000
<i>Increase Revenues</i>		
District Attorney	Fines & Forfeitures	\$430,400
Jail Inmate	Fines & Forfeitures	\$13,000
General Fund		
<i>Increase Expenditures</i>		
Clerk of State Court Dues & Fees	(acct: 100-2300-52-3600)	\$6,500
<i>Increase Revenues</i>		
State Court	(acct: 100-0000-34-1103)	\$6,500

Houston County Commissioners

Budget Adjustments – Final FY22

Special Revenue Fund

Increase Expenditures:

District Attorney	Judicial Expenses	\$74,400
District Attorney	Transfers out	\$356,000
Jail Inmate	Public Safety	\$13,000

Increase Revenues:

District Attorney	Fines & Forfeitures	\$430,400
Jail Inmate	Fines & Forfeitures	\$13,000

General Fund:

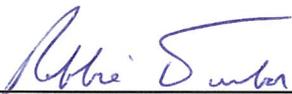
Increase Expenditures:

Clerk of state court dues & fees	(acct: 100-2300-52-3600)	\$6,500
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Increase Revenues:

State Court	(acct: 100-0000-34-1103)	\$6,500
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Approved by:



Robbie Dunbar
Director of Administration

11/27/23

Date

7. Bid Approval (2 Rotary Mowers) – Commissioner Gottwals

The Purchasing Department is requesting approval of a bid on two Schulte 10' rotary mowers from Atlantic & Southern, LLC of Tifton Georgia. The mowers were included in the current fiscal year budget along with a tandem dump truck totaling \$170,000 for all three vehicles. The dump truck will not be purchased, resulting in an underrun of \$112,178 for that budget item.

Motion by _____, second by _____ and carried _____ to

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the purchase of on two Schulte 10' rotary mowers from Atlantic & Southern, LLC of Tifton Georgia for a total price of \$57,822. This purchase will be paid from 2012 SPLOST funds.



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

Jordan Kelley
Office Manager

Michael Phillips
Facilities Superintendent

Christopher Stoner
Fire Chief/ EMA Director

Ronnie Heald, PLS
County Engineer

Travis McLendon
Roads Superintendent

Terry Dietsch
Solid Waste Superintendent

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, Director of Operations *BJ*

Date: Friday, January 20, 2023

CC: Travis McLendon, Roads & Bridges

RE: Purchase of Rotary Mowers for Roads & Bridges Department

Please consider this request to allow Roads & Bridges to purchase two Schulte 10' rotary mowers from **Atlantic & Southern, LLC**, for a total price of **\$57,822**.

The mowers were included in the current fiscal year budget along with a tandem dump truck totaling \$170,000 for all three vehicles. The dump truck will not be purchased, resulting in an underrun of \$112,178 for that budget item after the purchase of the mowers. The account, 4200-54.2200, is scheduled to be paid for using 2012 SPLOST Funds.

I appreciate your time and consideration for this request.

8. Approval of a Deed (Perry Wastewater Treatment Facility) – Commissioner Gottwals

At the Houston County Board of Commissioner meeting on January 4, 2022, a motion was approved for the City of Perry to acquire a portion of property owned by Houston County. This request is for approval of Chairman Perdue signing the warranty deed and any other legal paperwork related to the transfer of property approved on January 4, 2022.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

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authorize

Chairman Perdue signing a warranty deed for property described as follows:

All that tract or parcel of land lying and being in Land Lots 3 and 40 of the Twelfth (12th) Land District, Houston County, Georgia and being Tract 1 containing 79.72 acres as more fully shown on plat of survey for the Board of Commissioners of Houston County, by Richard Strange, Georgia Registered Land Surveyor No. 3067, dated January 12, 2023, and a copy of which is recorded in Plat Book , Page , in the Clerk’s Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

ALSO CONVEYED HEREWITH is a non-exclusive right of ingress and egress along the right of way of the private portion of A.E. Harris Road that traverses Grantor’s property.

(Above space for recording officer use)

WARRANTY DEED

STATE OF GEORGIA COUNTY OF HOUSTON

This indenture, made this _____ day of _____, 2023, between **HOUSTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, County of Houston by and through its duly elected Board of Commissioners, hereinafter called Grantor, and the **CITY OF PERRY, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia, County of Houston, as party of the second party, hereinafter called Grantees (the words "Grantor" and "Grantee" include the singular and the plural, the neuter, masculine and feminine genders, and their respective heirs, executors, administrators, legal representatives, successors and assigns where the context requires or permits)

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and 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, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 3 and 40 of the Twelfth (12th) Land District, Houston County, Georgia, and being Tract 1 containing 79.72 acres as more fully shown on plat of survey for the Board of Commissioners of Houston County, by Richard Strange, Georgia Registered Land Surveyor No. 3067, dated January 12, 2023, and a copy of which is recorded in Plat Book ____, Page _____, in the Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

ALSO CONVEYED HEREWITH is a non-exclusive right of ingress and egress along the right of way of the private portion of A.E. Harris Road that traverses Grantor's property.

To have and to hold the said property above described, together with all and singular the rights, members and appurtenances thereunto appertaining to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

Except for any matters shown on any plat referred to herein and except for any other matters set out above, if any; the said Grantors will Warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever and all legal entities whatsoever.

In witness whereof, the Grantor has signed and sealed this deed, the day and year written above.

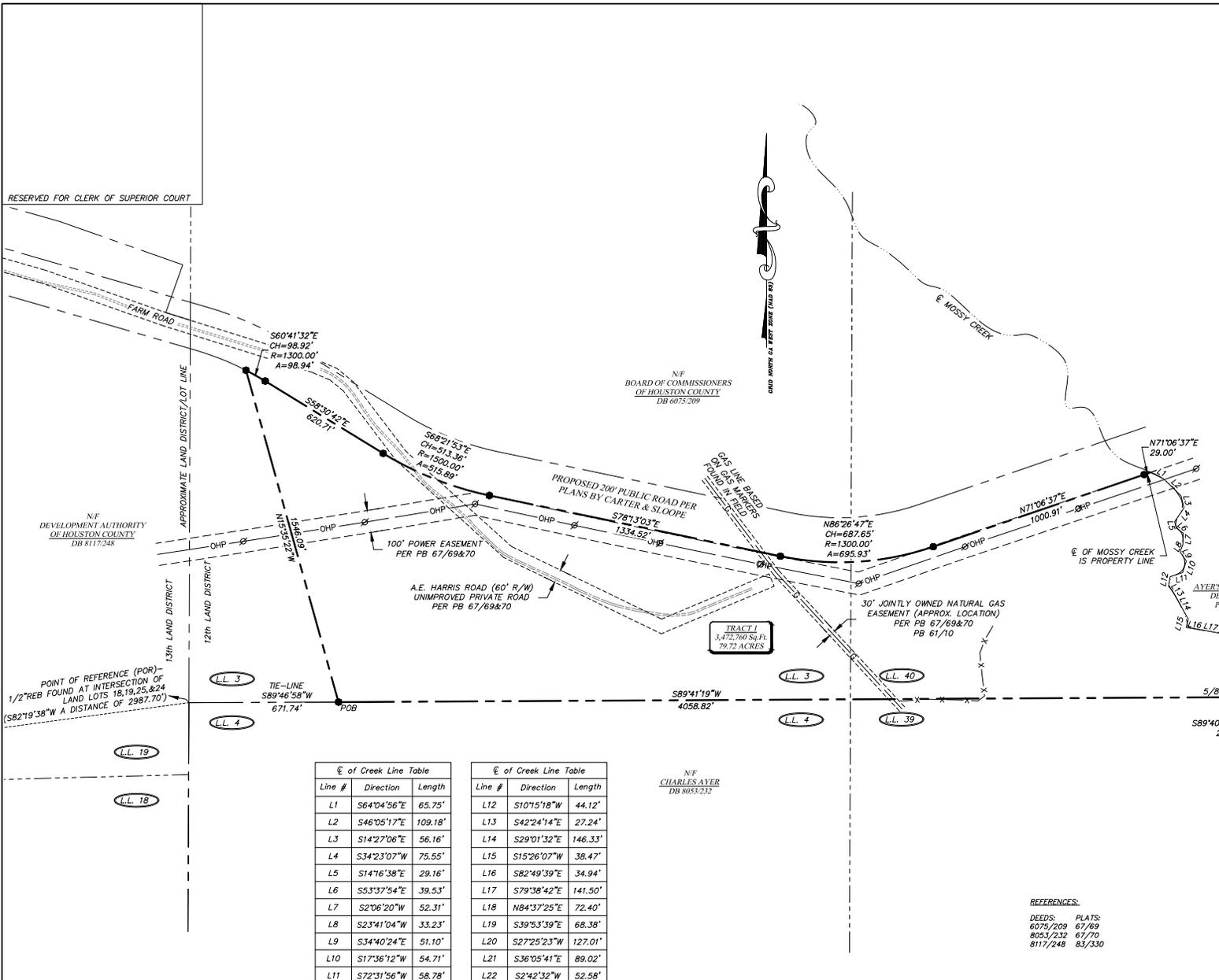
Signed, sealed and delivered
in the presence of:

Houston County Board of Commissioners:

Witness

Chairman (Seal)

Notary Public



SURVEYOR'S CERTIFICATION

(1) As required by Subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.


 Richard C. Strange GA RLS 3067
 DATE: 1/12/23



SURVEYOR'S NOTES:

- This drawing was prepared in accordance with our field survey notes. It shows improvements as they exist to the best of our knowledge, but is not guaranteed to be correct in each and every detail.
- This drawing was created electronically. This media should not be considered a certified document unless it has been properly sealed and originally signed by a Registered Land Surveyor of SLS, Inc.
- SLS, Inc. and the Land Surveyor who prepared this survey do not guarantee that all easements which may affect this property are shown hereon.
- Iron pins set have a yellow cap with "PLS 3067" engraved.
- All measurements on Iron Pins are measured to the outside diameter.
- Last day of field survey was 1/12/23.
- The certification, as shown hereon, is purely a statement of professional opinion based on knowledge, information and belief, and based on existing field evidence and documentary evidence available. The certification is not an expressed or implied warranty or guarantee.
- This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

CERTIFICATION

The field data upon which this map or plat is based has a closure precision of one foot in 25,000+ feet and an angular error of 3" per angle point, and the traverse was not adjusted. The linear and angular measurements shown on this plat were obtained by using a TOPCON QS-3A SERIES TOTAL STATION & ICGE ICG8 BASE & ROVER.

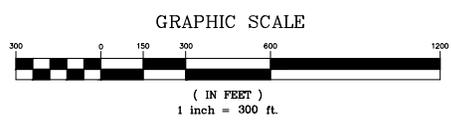
The parcel shown hereon has been calculated for closure and has been found to be accurate to a minimum of 1 foot in 100,000+ feet.

☐ of Creek Line Table			☐ of Creek Line Table		
Line #	Direction	Length	Line #	Direction	Length
L1	S64°04'56"E	65.75'	L12	S10°15'18"W	44.12'
L2	S46°05'17"E	109.18'	L13	S42°24'14"E	27.24'
L3	S14°27'06"E	56.16'	L14	S29°01'32"E	146.33'
L4	S34°23'07"W	75.55'	L15	S15°26'07"W	38.47'
L5	S14°16'38"E	29.16'	L16	S82°49'39"E	34.94'
L6	S5°37'54"E	39.53'	L17	S79°38'42"E	141.50'
L7	S2°06'20"W	52.31'	L18	N84°37'25"E	72.40'
L8	S23°41'04"W	33.23'	L19	S39°53'39"E	68.38'
L9	S34°40'24"E	51.10'	L20	S27°25'23"W	127.01'
L10	S17°36'12"W	54.71'	L21	S36°05'41"E	89.02'
L11	S72°31'56"W	58.78'	L22	S2°42'32"W	52.58'

N/F
CHARLES AYER
DB 8053/232

REFERENCES:
 DEEDS: PLATS:
 6073/209 67/68
 8053/232 67/70
 8117/248 83/330

Map Reference: 001330 005000
 Property Address: A E Harris Rd
 Perry, GA 31069



PROJECT NO.: 2021-1764
 DRAWING NO.: 1
 SHEET NO. 1 of 1 REVISION: 0
 DATE: 1/12/23
 SCALE: 1"=300'

LEGEND

BOUNDARY-R/W LINE ————
 EASEMENT LINE - - - - -
 LAND LOT LINE (APPROX.) - · - · -
 CREEK ☐

LAND LOT NUMBER (LL 3)
 POINT OF BEGINNING POB
 POINT OF REFERENCE POR
 REBAR REB
 IRON PIN FOUND (AS SHOWN) ○
 IRON PIN SET (1/2" REB W/CAP) ●

SURVEY
**BOARD OF COMMISSIONERS
 OF HOUSTON COUNTY**

DIVISION SURVEY
 LOCATED IN LAND LOTS 3&40,
 12th LAND DISTRICT
 HOUSTON COUNTY, PERRY, GEORGIA


STRANGE LAND SURVEYING, INC.
 PROFESSIONAL SURVEYING SERVICES
 GA RLS #3067

3333 NORTHSIDE DR. STE. F
 MACON, GA 31210 PHONE (478) 475-4433

9. Bid Approval (AE Harris Road, Phase 1 Water System Improvement) – Commissioner Robinson

The Public Works Department is requesting approval of a bid on the Water System Improvements to serve AE Harris Road, Phase 1. Proposals from five (5) contractors for the construction of the project were received. After evaluations by the Water Department, and its consulting engineers, Carter & Sloope, the recommendation is for approval of Pyles Plumbing & Utility Contractors, Inc. of Macon.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the bid of \$1,400,309.25 submitted by Pyles Plumbing & Utility Contractors, Inc. of Macon. This project will be paid for from Water System Capital Funds.



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

Jordan Kelley
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 

Date: Monday, January 30, 2023

RE: Water System Improvements to serve AE Harris Road, Phase 1

Please consider this recommendation to award the construction of the above referenced project to **Pyles Plumbing & Utility Contractors, Inc.**, for a total of **\$1,400,309.25**. On January 26, 2023 at 11:00 A.M., Public Works received proposals from five (5) contractors for the construction of the project. Listed below is a summary of the results.

Pyles Plumbing & Utility Contractors, Inc.	\$1,400,309.25
United Consolidated Group dba United Grading	\$1,429,536.75
John R. Walker, Inc.	\$1,521,232.65
Fortis Siteworks, LLC	\$1,807,411.29
SCI Construction	\$2,054,310.47

The proposals were evaluated by the Water Department and its consulting engineers, Carter & Sloope. After careful consideration of the characteristics of each contractor and the bids, proposals were ranked and Pyles Plumbing & Utility Contractors, Inc., was selected as the recommendation.

Accompanying this memorandum, you will find the Notice of Award by Carter & Sloope. This project will be paid for using ARPA funds.

Thank you for your time and consideration of this matter.



January 30, 2023

Brian Jones
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

SUBJECT: Houston County, Georgia
Water System Improvements to serve AE Harris Road
C&S Project No.: H9500.117
Houston County Bid No.: 23-19

Dear Brian:

As you are aware, bids were received and opened for the above subject project on January 26, 2023 at 11:00 AM. A total of five (5) responsive bids were received out of the seven (7) companies listed on the plan-holders list. When using Ductile Iron Pipe (DIP) as the base bid, the bids received were tabulated as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Pyles Plumbing & Utility Contractors, Inc.	\$1,400,309.25	---
2. United Consolidating Group, Inc.	\$1,429,536.75	2.1%
3. John R. Walker, Inc.	\$1,521,232.65	8.6%
4. Fortis Siteworks, LLC	\$1,807,411.29	29.1%
3. SCI Construction, Inc.	\$2,054,310.47	46.7%

Pyles Plumbing & Utility Contractors, Inc. has confirmed that DIP is available for this project and has provided the attached letter for reference. Based on the dates outlined in the letter, the project schedule will not be negatively impacted.

As required in the bid documents, the low bidder submitted with his bid a 10% bid bond from the **Westfield Insurance Company**, which is listed in the U.S. Treasury Circular #570. The **Westfield Insurance Company** is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The **Westfield Insurance Company** has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

Based on our findings, the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project. **Carter & Sloope therefore recommends the project be awarded to Pyles Plumbing & Utility Contractors, Inc. at a Total Base Bid amount of \$1,400,309.25.**

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing four (4) copies of the Notice of Award for this project. Please execute all four (4) copies of the Notice of Award and return them to our office as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.

A handwritten signature in blue ink, appearing to read "Chad Sipe". The signature is fluid and cursive, with a large loop at the end.

Chad Sipe, PE

Encl: Certified Bid Tabulation – 1 copy
Notice of Award – 4 copies
Pyles Letter on DIP Lead Time – 1 copy

Cc: Terry Dietsch, Houston County Public Works (w/ 1 copy of each)
Riley Scarborough, Houston County Public Works (w/ 1 copy of each)
File (w/ 1 copy of each)

10. Service Agreement (Judicial Alternatives of Georgia, Inc.) – Commissioner Robinson

The Houston County Magistrate Court is asking for approval to renew a five-year contract with Judicial Alternatives of Georgia, Inc., to provide probation services. After review of the contract, the Magistrate Court and County Attorney recommend approval of the contract.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

**the signing of the Probation Services Contract with Judicial Alternatives of Georgia, Inc.
This contract will end September 30, 2027.**



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 114 East Johnson Street, Dublin, Georgia hereinafter called "Contractor and the **Houston County Magistrate Court**, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules.-Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU.

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the probate sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$40.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$50.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on November 1, 2022 and shall continue until September 30, 2027 and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Houston County Magistrate Court**. Contractor shall indemnify and hold harmless the Court and **Houston County**, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of **Houston County Magistrate Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and **Houston County, Georgia** from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or **Houston County, Georgia** to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

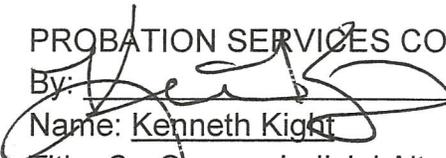
This Agreement shall not be binding upon any successor to the undersigned Judge of the **Houston County Magistrate Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by **Houston County, Georgia** or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
114 East Johnson Street
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20__.

PROBATION SERVICES CONTRACTOR:

By: 
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: _____
Name: _____
Title: _____
Houston County, Georgia

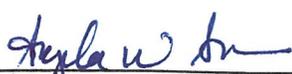
By: 
Chief Judge: Angela W. Sammons
Court: Houston County Magistrate Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$40.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$40.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 (URINALYSIS) \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$150.00 (8 hour course)

11. Independent Contractor Agreement (Juvenile Court) – Commissioner Robinson

The Juvenile Court is asking for approval of an Independent Contractor Agreement with Glenda Harper. This contract is to provide legal representation to indigents appearing in Juvenile Court. The term of this contract will be February 13, 2023, through June 30, 2023.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the signing of an Independent Contractor Services Contract with Glenda Harper to provide legal representation to indigents appearing in Juvenile Court.

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF
HOUSTON COUNTY AND
GLENDA HARPER**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, between the Board of Commissioners of Houston County (hereinafter referred to as "County") and Glenda Harper, an attorney duly admitted into the State Bar of Georgia to practice law, (hereinafter referred to as "Contractor"), and is effective February 13, 2023.

WITNESSETH

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

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

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

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

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

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

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

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

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

2. Term: Subject to the provisions for termination set forth below, this Agreement will begin on February 13, 2023 and will end on June 30, 2023. The Agreement may be renewed from year to year subject to an annual review of performance conducted by the County, in conjunction with the Juvenile Court.

3. Payment:

- (a) The County agrees to pay Contractor the sum of \$50,000.00 per year for legal services performed during the twelve (12) month term of this Agreement at a monthly rate of \$4,166.66, with the twelfth month rate being \$4,166.74. This Agreement is for a four (4) month and fifteen (15) days term due to the Agreement being entered into after the beginning of Fiscal Year 2023. The total amount to be paid for this contract term is \$18,898.72 at a prorated amount of \$2,232.00 for February, non-prorated amount of \$4,166.66 for March 2023, April 2023, May 2023, and non-prorated amount of \$4,166.74 for June 2023. Monthly payments will be made on the first of each month for services rendered the preceding month. The first payment due herein shall be March 1, 2023. The Contractor shall submit to the County, on a monthly basis, a record detailing the time spent and services performed for each month. These records are to be submitted to the County on the last day of each month.
- (b) In providing the legal services required by this Agreement, Contractor will bear at his or her sole expense all normal personal office costs, such as and including, telephone, copy expenses, computerized legal research, in-state travel, malpractice and other insurance, etc.; except when Contractor is working out of the County Juvenile Office. Contractor will be entitled to funds from County for reasonable ancillary services such as the costs of experts, investigators, testing services, transcripts, etc. as determined by the Court.
- (c) Contractor will be entitled to funds from County for the reasonable cost of ancillary services, such as psychiatrists and other expert consultants or witnesses, interpreters, investigators, testing services, transcripts, out-of-state travel, etc., as necessary to provide a constitutionally competent legal defense, which costs are not covered by State funds. Contractor agrees that prior to utilizing any ancillary services in any individual case, Contractor will obtain the approval of the Court that the ancillary services are required for the case and that the cost is reasonable. County will be obligated to pay this amount to Contractor upon receipt of a Court Order. No other expenses incurred by Contractor in the performance of this Agreement shall be reimbursed, except as mandated by the Court.

4. Conflict of Interest or Scheduling Conflicts: In the event that the Contractor is unable to perform the contracted services due to a conflict of interest or because of a scheduling conflict that cannot be resolved pursuant to Uniform Juvenile Court Rule 25.4, then the Contractor is to immediately notify the Court or its designee, at which time another attorney under contract

with the County will immediately be appointed. The existence of a conflict of interest will be determined by considering guidelines set forth by the Georgia Public Defender Standards Council ("GPDSC") and the rules and regulations of the State Bar of Georgia. The County reserves the right to consider the number of scheduling conflicts, both during the annual review of performance and at any other time, in determining whether to renew the Agreement, or to terminate same, if necessary.

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

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

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

7. Independent Contractor Relationship: In its relationship with the County, and for the purpose of performing any services assigned under this Agreement, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractor(s), including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or supplies shall become or be deemed to become agents, servants or employees of the County. This Agreement shall not be construed as to create a partnership or joint venture between Contractor and the County or any of its agencies.

The Contractor is and will remain an independent contractor in his or her relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, unemployment insurance benefits, malpractice insurance or any other employee benefits of any kind.

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

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

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

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

10. Insurance: Contractor does hereby acknowledge that he/she is not covered personally under any insurance carried by the County and shall be responsible for carrying any insurance to protect him/her from liability for malpractice/professional liability. Said limits of liability shall be at least \$300,000.00.

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

12. Agreement Modification: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and may be altered or amended only by a subsequent written agreement of equal dignity. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral,

between the parties hereto with respect to the subject matter of this Agreement. After the Agreement has been consented to by the parties, no modifications may be made without prior notice to and approval from each party to this Agreement.

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

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

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

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

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

BOARD OF COMMISSIONERS OF
HOUSTON COUNTY

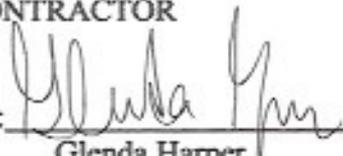
By: _____
Dan Perdue

Title: Chairman

Attest: _____
Robbie Dunbar

Title: Director of Administration

CONTRACTOR

By:  _____
Glenda Harper

12. Board Appointment – Commissioner Robinson

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the reappointment of David Hulbert to the Land Bank for a term to begin 11/06/2022 and to end 11/05/2026.

13. Change Order (2 New Custom Pumpers) – Commissioner Talton

The Houston County Fire Department is requesting approval of three change orders on the two new custom pumpers approved at the November 1, 2022 Commission meeting. These changes are necessary to assure functionality, longevity and enhance operator safety and came after a visit by fire department personnel, including Chief Stoner, to the manufacturer to evaluate various options and components on the trucks. The total of these changes is \$17,996, or \$8,998 per truck. By completing these changes during the pre-construction phase no additional time is added to the delivery.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

change orders #1, #2, #3 on the 2 new custom pumpers approved at the November 1, 2022 Houston County Board of Commissioners Meeting. This would increase the price of each truck by \$8,998, for a total of \$786,101 per truck. Funds for this purchase are being paid by Insurance Premium Tax Funds.

14. Approval of Price Increase (Kubota KX080 Excavator) – Commissioner Talton

At the April 5, 2022 meeting, the Houston County Board of Commissioners approved the purchase of one new excavator from Mason Tractor & Equipment Co. for use by the Road & Bridges Department. Since the order, the dealer has incurred a pricing surcharge from the manufacturer. The Purchasing department is requesting approval for the additional sum. This price increase still falls in the allowed budget provided for the new excavator.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the price increase of \$9,998.70, on the new excavator from Mason Tractor & Equipment Co. of McDonough, Georgia. This brings the total purchase price to \$118,939.15. This purchase will be paid from 2012 SPLOST funds.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

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

MARK E. BAKER
PURCHASING AGENT

M E M O R A N D U M

TO: Houston County Board of Commissioners
FROM: Mark E. Baker *meb*
CC: Robbie Dunbar
DATE: January 18, 2023
SUBJECT: Kubota KX080 Excavator Price Increase
(Bid # 22-18)

In April, the Board of Commissioners approved the purchase of One (1) New Excavator from Mason Tractor & Equipment Co. for use by the Houston County Roads & Bridges Department. A total of \$108,940.45 was to be charged to the 2012 SPLOST account 320-4200-54.2200.

Since the order in April, the dealer has incurred a pricing surcharge from the Manufacturer. That surcharge was for \$9998.70; therefore, the Purchasing department is requesting approval for the additional sum. This price increase still meets the allowed budget provided for the new Excavator.

15. Memorandum of Agreement (LMIG) – Commissioner Talton

For many years the County has bid out the joint Local Maintenance and Improvements Grant (LMIG) projects for Houston County and other surrounding entities. Doing so allows for the consolidation of all LMIG road projects so that each entity has the benefit of economies of scale.

The attached Memorandum of Agreement has been executed by each of the other entities and now requires County approval. As the next step in the process Houston County would bid all projects together and subsequently award to the lowest responsible bidder.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

Chairman Perdue signing the Memorandum of Agreement with Byron, Centerville, Perry and Warner Robins concerning the 2023 LMIG road resurfacing and repair projects.

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT, dated as of _____, 202__, made and entered into by and between the Houston County Board of Commissioners on behalf of Houston County, Georgia (“Houston County”), a political subdivision of the State of Georgia; City of Warner Robins, Georgia, a municipal Corporation of the State of Georgia (Warner Robins); City of Centerville, Georgia, a municipal corporation of the State of Georgia (Centerville); City of Perry, Georgia a municipal corporation of the State of Georgia (Perry) and City of Byron, Georgia, a municipal corporation of the State of Georgia (Byron).

WITNESSETH:

WHEREAS, the parties herein recognize the importance of road improvements in their various jurisdictions; and

WHEREAS, the State of Georgia through the Georgia Department of Transportation makes available to local jurisdictions Local Maintenance and Improvement Grants (LMIG) to pave and repair roads in local jurisdictions; and

WHEREAS, in order to secure the best price for the work to be done with LMIG funds Houston County, Warner Robins, Centerville, Perry, and Byron would agree that all projects for the aforesaid jurisdictions would be bid together and awarded to the lowest bidder;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

1. Houston County agrees to bid all of the projects for Houston County, Warner Robins, Centerville, Perry, and Byron.

2. Within sixty (60) days of the selection of a low bidder each of the Parties herein will execute a contract with the low bidder based on the unit costs received in the bid process.

3. Failure by any of the Parties to execute a contract with the low bidder within the aforesaid sixty (60) days will result in a breach of this Agreement.

4. Each Party to this Agreement maintains the jurisdiction and control of each of their respective roads and right-of-way.

5. 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.

6. The terms of this agreement shall expire December 31, 2023 and shall supersede and replace all prior Agreements between the Parties regarding the terms covered herein.

IN WITNESS WHEREOF, Houston County, Warner Robins, Centerville, Perry, and Byron have caused this Agreement to be executed in their respective seals to be hereunto affixed and attested by their duly authorized officers.

**BOARD OF COMMISSIONERS OF
HOUSTON COUNTY, GEORGIA**

By: _____
— Dan Perdue —, Chairman

[COUNTY SEAL]

Attest: _____
Robbie Dunbar, Director of
Administration

CITY OF WARNER ROBINS, GEORGIA

[SEAL]



By: *LaRhonda Patrick*
LaRhonda Patrick, Mayor

Attest: *Mandy Stella*
Mandy Stella, City Clerk

CITY OF CENTERVILLE, GEORGIA

[SEAL]

By: _____
John Harley, Mayor

Attest: _____
Krista Bedingfield, City Clerk

CITY OF PERRY, GEORGIA

[SEAL]

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

CITY OF BYRON, GEORGIA

[SEAL]

By: _____
Michael Chidester, Mayor

Attest: _____
Telina Allred, City Clerk

CITY OF WARNER ROBINS, GEORGIA

[SEAL]

By: _____
LaRhonda Patrick, Mayor

Attest: _____
Mandy Stella, City Clerk

CITY OF CENTERVILLE, GEORGIA



By: _____
John Harley, Mayor

Attest: _____
Krista Bedingfield, City Clerk

CITY OF PERRY, GEORGIA

[SEAL]

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

CITY OF BYRON, GEORGIA

[SEAL]

By: _____
Michael Chidester, Mayor

Attest: _____
Telina Allred, City Clerk

CITY OF WARNER ROBINS, GEORGIA

[SEAL]

By: _____
LaRhonda Patrick, Mayor

Attest: _____
Mandy Stella, City Clerk

CITY OF CENTERVILLE, GEORGIA

[SEAL]

By: _____
John Harley, Mayor

Attest: _____
Krista Bedingfield, City Clerk



CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

CITY OF BYRON, GEORGIA

[SEAL]

By: _____
Michael Chidester, Mayor

Attest: _____
Telina Allred, City Clerk

CITY OF WARNER ROBINS, GEORGIA

[SEAL]

By: _____
LaRhonda Patrick, Mayor

Attest: _____
Mandy Stella, City Clerk

CITY OF CENTERVILLE, GEORGIA

[SEAL]

By: _____
John Harley, Mayor

Attest: _____
Krista Bedingfield, City Clerk

CITY OF PERRY, GEORGIA

[SEAL]

By: _____
Randall Walker, Mayor

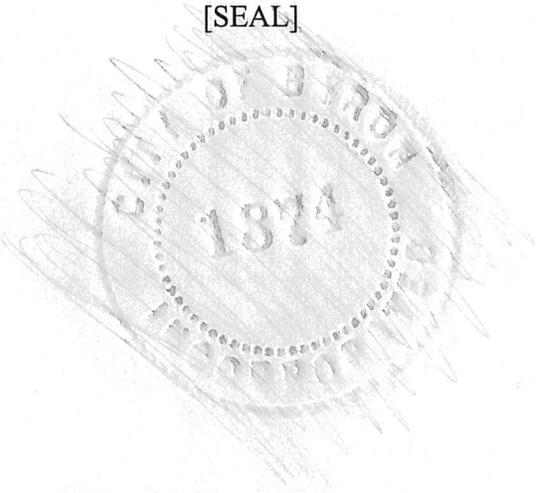
Attest: _____
Annie Warren, City Clerk

CITY OF BYRON, GEORGIA

[SEAL]

By: _____
Michael Chidester, Mayor

Attest: _____
Telina Allred, City Clerk



16. City of Perry De-annexation (325 Airport Road) – Commissioner Talton

David Muse, Partner, of Muse Family Limited Liability LP., is requesting de-annexation of property located at 325 Airport Road, Perry, Georgia.

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

a Resolution for Deannexation of Land for the de-annexation of the parcel of land located at 325 Airport Road, and authorize the signing of the appropriate resolution to be sent to the City of Perry. The land is more particularly described as Tax Parcel #0P38A0 003000.



Where Georgia comes together.

Department of Community Development

December 14, 2022

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

Via email with delivery receipt to: thall@houstoncountyga.org
rdunbar@houstoncountyga.org
kgeorge@houstoncountyga.org

Houston County School District
1100 Main Street
Perry, Georgia 31069

Via email with delivery receipt to: mark.scott@hcbe.net

Ladies and Gentlemen,

Pursuant to O.C.G.A. § 36-36-6 and § 36-36-111, please be advised the City of Perry has accepted the following petition to de-annex property from the City of Perry:

- Property location: 325 Airport Road
- Parcel # 0P38A0 003000
- Current City of Perry zoning classification: R-1, Single Family Residential District
- Proposed Land Uses: The property consists of a single-family dwelling.

A copy of the de-annexation petition and supporting documents is attached.

A public hearing regarding this petition is scheduled for March 7, 2023, at 6:00 pm in the Perry Events Center, 1121 Macon Road, Perry.

Sincerely,

Bryan Wood, Director
Community Development

Attachments

17. Approval of Bills – Commissioner Talton

Summary of bills by fund:

General Fund (100)	\$960,345.91
Emergency 911 Telephone Fund (215)	\$15,543.93
American Rescue Plan Act (230)	\$347,385.73
Fire District Fund (270)	\$30,164.35
2006 SPLOST Fund (320)	\$169.95
2012 SPLOST Fund (320)	\$121,824.26
2018 SPLOST Fund (320)	\$1,525,316.54
Water Fund (505)	\$228,617.93
Solid Waste Fund (540)	\$522,843.02
Total	\$3,752,211.62

Motion by _____, second by _____ and carried _____ to

approve

disapprove

table

authorize

the payment of the bills totaling \$3,752,211.62