

# Houston County Commissioners Meeting

Perry, Georgia | June 6, 2023 | 9:00 A.M.

Call to Order

Invocation – Chairman Perdue

Pledge of Allegiance – Chairman Perdue

Military Speaker – Colonel Eric Simon  
*Public Affairs Director, Air Force Reserve Command*

Approval of Minutes from May 16, 2023

New Business

- 1. Public Hearing on Special Exception Applications – Commissioner Robinson**
- 2. Public Hearing on Zoning & Appeals – Commissioner Robinson**
- 3. July 5<sup>th</sup> Board Meeting – Commissioner Robinson**
- 4. Special Called Meeting (FY24 Budget) – Commissioner Robinson**
- 5. Juvenile Court Access Agreements (CASA & Piedmont) – Commissioner Robinson**
- 6. Independent Contractor Attorney Agreements (Juvenile Court) – Commissioner Byrd**
- 7. Design Proposal (E911 Communication Center) - Commissioner Byrd**
- 8. Water Purchase Request (City of Warner Robins) – Commissioner Byrd**
- 9. Increase to ARPA Grant Fund – Commissioner Byrd**
- 10. New Bonaire Elevated Tank - Commissioner Byrd**
- 11. Personnel Request (State Court Clerk) – Commissioner Gottwals**
- 12. Fire Department Fundraiser – Commissioner Gottwals**
- 13. Approval of A Bid (2 Expeditions) – Commissioner Gottwals**
- 14. Personnel Request (Equipment Operator) – Commissioner Gottwals**
- 15. Board Appointment (Library Board) – Commissioner Gottwals**
- 16. Board Appointment (Planning and Zoning) – Commissioner Talton**
- 17. Wildlife Management Area Agreement (Oak Woods) – Commissioner Talton**
- 18. Land Bank Renewal (City of Perry) – Commissioner Talton**
- 19. Public Hearing for Commodore Drive (City of Perry) – Commissioner Talton**
- 20. Approval of Bills – Commissioner Talton**

Public Comments

Commissioner Comments

Motion for Adjournment

# 1. Public Hearing on Special Exception Applications – Commissioner Robinson

			<b>Recommendation</b>	<b>Vote</b>
#2686	Gary Wade	Pressure Washing Business	Approval	Unanimous
#2687	Tisha Little	Candy & Cookies Business	Approval	Unanimous
#2688	John & Patricia Wilson	Mobile DJ Business	Approval	Unanimous
#2689	John Donnelly	Ice Cream Truck Business	Tabled	Unanimous
#2690	Warren Neary	Artwork Business	Approval	Unanimous
#2691	Paul Schofill	Construction Business	Approval	Unanimous
#2692	Tiffany White	Mobile Aesthetics Services	Tabled	Unanimous
#2693	Calvin & Jessa Smith	Baked Goods Sales Business	Approval	Unanimous
#2694	Catrina Fornes	Small-Breed Dog Grooming	Approval	Unanimous
#2695	Carol Burton	Hypnotherapy Business	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:

#2686	Gary Wade	Pressure Washing Business
#2687	Tisha Little	Candy & Cookies Business
#2689	John Donnelly	Ice Cream Truck Business
#2690	Warren Neary	Artwork Business
#2691	Paul Schofill	Construction Business
#2693	Calvin & Jessa Smith	Baked Goods Sales Business
#2694	Catrina Fornes	Small-Breed Dog Grooming
#2695	Carol Burton	Hypnotherapy Business

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve  disapprove  table

the following applications 

#2689	John Donnelly	Ice Cream Truck Business
#2692	Tiffany White	Mobile Aesthetics Services

## 2. Public Hearing on Zoning & Appeals – Commissioner Robinson

			Recommendation	Vote
#2679	Donnie Gilbert	Rezoning from R-AG to C-2 on property located at 2136 Hwy. 41N	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:

#2679      Donnie Gilbert

Rezoning from R-AG to C-2 on property located at 2136 Hwy. 41N

### **3. July 5<sup>th</sup> Board Meeting – Commissioner Robinson**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**moving the 9:00 a.m. July 5, 2023 Houston County Board of Commissioners Meeting to July 6, 2023 at 9:00 a.m. The meeting will be held at the Houston County Courthouse in Perry.**

## **4. Special Called Meeting (FY24 Budget) – Commissioner Robinson**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**a Special Called Meeting Thursday June 29, 2023, at 9:30 a.m. in the Commissioner’s Board Room at the County Annex located at 200 Carl Vinson Parkway, Warner Robins, Georgia.**

## **5. Juvenile Court Access Agreements (CASA & Piedmont) – Commissioner Robinson**

These agreements grant access to the Juvenile Justice Building located at 206 Carl Vinson Parkway, Warner Robins to Court Appointed Special Advocates (CASA) and Piedmont Counseling Services after normal business hours. This access is granted for the purpose of counseling, and the coordination of rooms and times will be done through the Juvenile Court Judge's Office.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the signing of agreements with CASA and Piedmont Counseling Services for the use of the Juvenile Justice Building after normal business hours for the purpose of counseling.**

## **AGREEMENT FOR USE OF JUVENILE JUSTICE BUILDING**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Board of Commissioners of Houston County, hereinafter referred to as “County” and the Court Appointed Special Advocates, hereinafter referred to as “CASA”.

**WHEREAS**, CASA desires to use the Juvenile Justice Building located at 206 Carl Vinson Parkway, Warner Robins, Georgia, hereinafter referred to as “J.J. Building”, after normal business hours; and

**WHEREAS**, the County is willing to allow CASA to use the J.J. Building after normal business hours to conduct business activities.

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration it is agreed as follows:

1.

CASA will be permitted to utilize the J.J. Building after normal business hours to conduct business activities.

2.

CASA will be responsible for securing and locking the J.J. Building prior to all employees of CASA leaving the building for the evening.

3.

The County shall not provide any administrative support to CASA nor shall the County provide any security. Any administrative assistance or security required by CASA shall be the sole responsibility of CASA.

4.

This Agreement may be terminated by either Party with thirty (30) days written notice to the other Party.

5.

The coordination of the schedule and the specific rooms to be used shall be done through the Juvenile Court Judge's Office.

6.

CASA will provide supervision for any children that may require supervision when the children are not under the supervision of a custodial parent.

7.

The Agreement shall bind the successors and assigns of the Parties hereto.

8.

CASA agrees to indemnify and hold the County harmless from all loss, obligations or liabilities whatsoever regarding their use of the J.J. Building after normal business hours. The obligation to indemnify the County shall be deemed to include any attorney fees and expenses of litigation incurred by the County in defense of any claim or action brought against the County for which CASA has agreed to indemnify the County pursuant to this paragraph.

**SO AGREED** the day and year first written above.

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

COURT APPOINTED  
SPECIAL ADVOCATES

By: \_\_\_\_\_  
Chairman Dan Perdue

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Robbie Dunbar, Director of Admin.

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed to By:

Acknowledged and Agreed to By:

\_\_\_\_\_  
Monica Wilburn, Judge of Juvenile Court

\_\_\_\_\_  
Captain Randall Banks

## **AGREEMENT FOR USE OF JUVENILE JUSTICE BUILDING**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the Piedmont Counseling Services, hereinafter referred to as "Piedmont".

**WHEREAS**, Piedmont desires to use the Juvenile Justice Building located at 206 Carl Vinson Parkway, Warner Robins, Georgia, hereinafter referred to as "J.J. Building", after normal business hours for group counseling sessions; and

**WHEREAS**, the County is willing to allow Piedmont to use the J.J. Building after normal business hours for group counseling sessions.

**NOW THEREFORE**, in consideration of one dollar (\$1.00) and other good and valuable consideration it is agreed as follows:

1.

Piedmont will be permitted to utilize the J.J. Building after normal business hours to conduct group counseling sessions.

2.

Piedmont will be responsible for securing and locking the J.J. Building prior to all employees and members of Piedmont leaving the building for the evening.

3.

The County shall not provide any administrative support to Piedmont, nor shall the County provide any security. Any administrative assistance or security required by Piedmont shall be the sole responsibility of Piedmont.

4.

This Agreement may be terminated by either Party with thirty (30) days written notice to the other Party.

5.

The coordination of the schedule and the specific rooms to be used shall be done through the Juvenile Court Judge's Office.

6.

Piedmont will provide supervision for any children that may require supervision when the children are not under the supervision of a custodial parent.

7.

The Agreement shall bind the successors and assigns of the Parties hereto.

8.

Piedmont agrees to indemnify and hold the County harmless from all loss, obligations or liabilities whatsoever regarding their use of the J.J. Building after normal business hours. The obligation to indemnify the County shall be deemed to include any attorney fees and expenses of litigation incurred by the County in defense of any claim or action brought against the County for which Piedmont has agreed to indemnify the County pursuant to this paragraph.

**SO AGREED** the day and year first written above.

BOARD OF COMMISSIONERS OF  
HOUSTON COUNTY

PIEDMONT COUNSELING SERVICES

By: \_\_\_\_\_  
Chairman Dan Perdue

By: David Compere  
David Compere | May 26, 2023 11:37 EDT  
Title: Owner/Clinical Director

Attest: \_\_\_\_\_  
Robbie Dunbar, Director of Admin.

Attest: Sage Pritchard  
Sage Pritchard | May 16, 2023 13:46 EDT  
Title: Clinician

Acknowledged and Agreed to By:

  
Monica Wilburn, Judge of Juvenile Court

Acknowledged and Agreed to By:

  
Captain Randall Banks

## **6. Independent Contractor Attorney Agreements (Juvenile Court) – Commissioner Byrd**

The Juvenile Court is requesting approval to renew four Independent Contractor Attorney Agreements. The term of the agreement will be July 1, 2023 through June 30, 2024.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the signing of Independent Contractor Attorney Agreements Between Glenda Harper and Houston County, Caralyn J. Huddleston and Houston County, Kameyan Sims and Houston County, and Olivia Williams and Houston County for a term of July 1, 2023 through June 30, 2024 to provide legal representation to indigents appearing in Juvenile Court.**

## **7. Design Proposal (E911 Communication Center) - Commissioner Byrd**

Public Works is requesting approval to enter into a design contract for the E911 warming kitchen remodel and expansion with S.O.A, Inc. The design will include construction, mechanical, electrical and plumbing drawings for a fee of \$12,500.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the signing of the agreement with S.O.A, Inc. of Perry, Georgia, in the amount of \$12,500 with a time of 3 weeks from the Notice to Proceed. Funds for this portion of the project will be paid from E911 Funds.**



# Houston County Public Works

## MEMO

### 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

To: Houston County Board of Commissioners  
From: Michael Phillips, Facilities Superintendent *MP*  
Date: 5/26/2023  
Re: Design Proposal for E-911 Warming Kitchen Remodel

Please consider approving the attached proposal from **S.O.A., Inc.**, for design of the E-911 warming kitchen remodel and expansion. The proposal includes architectural design for construction, mechanical, electrical, and plumbing drawings. The cost for these services will be **\$12,500** and will be **complete in three weeks** from the notification to proceed. This project will be funded with E911 funds.

## **8. Water Purchase Request (City of Warner Robins) – Commissioner Byrd**

The City of Warner Robins is requesting that the commercial property located at 758 Highway 96, and the commercial property at 711 Highway 96 be added to the Water Use Agreement between the Houston County Board of Commissioners and the City of Warner Robins. The requests were reviewed by the Water Department and its consultant, Carter & Sloope of Macon, Georgia to verify flow and pressure in the developments.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**addition of the two following commercial properties to the Water Use Agreement between the Houston County Board of Commissioners and The City of Warner Robins with the stipulations that the developer posts a bond covering 125% of construction cost for work performed on the Houston Water System, adherence of the rate structure approved by the Houston County Board of Commissioners on November 19, 2019, and the issuance of a utility permit to the City of Warner Robins based on all conditions being met according to “Houston County Utility Accommodations.”**

- 1. Starbucks, at 758 Highway 96, Warner Robins**
- 2. Mavis Tires & Brakes 711 Highway 96, Warner Robins**



# 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:** Thursday, May 18, 2023

**RE:** Water Purchase Request from City of Warner Robins

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Please find listed below 2 requests from the City of Warner Robins to serve developments under our city/county water purchase agreement.

1. Starbucks, 758 Highway 96, Warner Robins
2. Mavis Tires & Brakes, 711 Highway 96, Warner Robins

The developments have been reviewed by the Water Department and its consultant, Carter & Sloope, where needed, to verify flow and pressure in the developments. Accompanying this memo, you will find the letters of request from the City of Warner Robins.

In keeping with the Water Use Agreement between the Houston County Board of Commissioners and the City of Warner Robins and adhering to rate structure approved by Houston County Board of Commissioners on November 19, 2019, please favorably consider this request contingent upon the developer posting a bond covering 125% of construction cost for work performed on the Houston County Water System.

Thank you for your consideration of this request.

## **9. Increase to ARPA Grant Fund – Commissioner Byrd**

On October 19, 2021, the Chairman of the Houston County Commissioners requested funding from Georgia’s State Fiscal Recovery Fund in the amount of \$3,230,700. Houston County was subsequently approved for reimbursement for this amount contingent upon Houston County matching grant funds at 50%. Due to inflation, the Georgia Office of Planning and Budget recently sent out an amendment to grant recipients for a 10% contingency to be added, if needed, to the existing award amount.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the signing and acceptance of the Contingency Amendment by the Georgia Office of Planning and Budget increasing the maximum award amount from \$3,230,700 to \$3,553,770.00.**

## 10. New Bonaire Elevated Tank - Commissioner Byrd

The Public Works staff is requesting the New Bonaire Elevated Tank project be added to the County's ARPA projects. The estimated cost for this project is \$7 million and would fall under the major project category.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the New Bonaire Elevated Tank project being added to the County's ARPA Major Projects list in the amount of \$7,000,000.**



# 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

# MEMO

To: Houston County Board of Commissioners  
From: Brian Jones, Director of Operations   
Date: May 25, 2023  
Re: New Bonaire Elevated Tank

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Public Works staff requests adding the New Bonaire Elevated Tank project to the County's ARPA projects. The estimated cost for this project is \$7 million and would fall under the major category.

Thank you for your consideration of this request.

## 11. Personnel Request (State Court Clerk) – Commissioner Gottwals

The State Court Clerk is requesting to add a Deputy Clerk position to the Houston County Position Control Listing. This position is requested due to an increase in cases at the State Court. The position is pay grade 14 and would be added as a full-time position and recruiting would begin June 7, 2023. Staff has reviewed this request and concurs with it.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the addition of a Deputy Clerk position to the Houston County Position Control Listing and authorize the Chief Financial Officer to make the necessary budget adjustments.**



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## 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)

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To: County Commissioners  
From: Kenneth Carter, Director of Personnel  
Date: May 17, 2023  
Re: Deputy Clerk – State Court

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Teresa Hathaway, State Court Clerk is requesting to add a Deputy Clerk position. This position is requested due to an increase in cases at the State Court. The position is pay grade 14 and would be added as a full-time position.

Please consider this request to add this position to the position control and begin recruiting effective June 7, 2023.

## 12. Fire Department Fundraiser – Commissioner Gottwals

The Fire Department is requesting permission to enter contracts with Cody Hensleigh Photography of Anniston Alabama and Fire Rescue Support Team of Macon, Georgia for their annual fundraiser. This fundraiser will run from June 6, 2023, through December 15, 2023 will all the proceeds benefiting the Houston County Fire Department.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the signing of the contracts with Cody Hensleigh Photography of Anniston, Alabama and Fire Rescue Support Team of Macon, Georgia for the annual Fire Department Fundraiser.**

# Photography Contract

This agreement made this 6th day of June, 2023 by and between, Cody Hensleigh of Cody Hensleigh Photography (herein referred to as photographer) and Houston County Fire Department (herein referred to as sponsor) shall be in effect from 6 June 2023 until 15 December 2023

**Terms of Agreement.** Scheduled dates for photography and showing of finished portraits shall be at the discretion of photographer. Scheduled dates shall be coordinated with the sponsor to prevent any conflict with the primary functions of sponsor, with the photographer to be allowed all reasonable rests and food breaks.

**Compensation package.** Photographer agrees to provide the sponsor the following:

- All volunteers/members receive a 10x13 family portrait at no cost.
- All Volunteers/members receive a 5x7 family portrait at no cost.
- Headquarters will receive a 10x13 portrait of each group fire station photo at no cost.
- All volunteers/members receive a 5x7 group fire station photo at no cost.
- All additional purchased packages will be 75% off for all volunteers/members.
- Fire department administration will receive a 3 unit starter package (1-8x10, 2-5x7 and 8 wallets, a \$95.00 package) at no cost.
- One 8x10 color photo of 911 Communications officers to be delivered to Houston County Fire Department Headquarters.

**Donations.** Photographer will provide to the fire department after all costs have been met, an additional donation of the net sales from each season of 10 %.

**Locations.** Photographer will have at least one photo shoot at a photographer area provided by the sponsor. The sponsor will provide an area of no less than 12 feet wide, by 20 feet long, by 8 feet high, equipped with electrical outlets for each photographer, and a waiting area of no less than 12 feet by 12 feet. Sponsor agrees to provide the same for delivery of finished portraits, to insure quality portraits; said area must be climate controlled. Accommodation shall be made with a two-week notice.

**Clients.** Sponsor will provide a list of families that have donated to the fire department. The list shall include name, phone number, and addresses. Photographer will be responsible for contacting, scheduling, and providing each family donating a 10x13 family portrait providing that the family meets their prearranged appointment time and date. Rescheduling missed appointments will be at the photographer's discretion.

**Representations, Warranties, and Covenants** for the duration of this agreement, photographer shall have the exclusive right to photograph the event. This exclusive right includes, but is not limited to, the creation, offering for sale, and distribution of photographs. The sponsor shall take all reasonable steps to ensure this exclusivity.

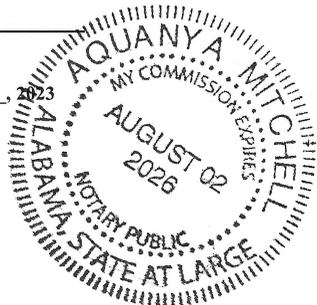
**Copyrights, digital files, and proofs** remain the exclusive property of this photographer. Photographer retains all rights to each image, including the right to use the images created under this contract for advertising, display, publication, or other purposes. Sponsor warrants that it has actual authority to agree to the use of likeness of all persons included in the portrait in this manner and shall indemnify and defend photographer in the event of litigation arising out of such use.

Altering images is strictly prohibited without receiving written permission from photographer. Photographer may substitute another photographer to take the photographs in the event of photographer illness or scheduling conflict. In this event of such substitutions, photographer warrants that the photographer taking the photographs shall be a competent professional.

Photographer will not be liable to sponsor under any circumstance if its performance is prevented or impaired due to war, insurrection, strike, walk-outs, fire, acts of God, including adverse weather conditions and earthquakes, shortage or unavailability of labor or materials, law of governmental restrictions which conflict with the terms for this agreement, or any other matter beyond the reasonable control of the photographer. This limitation of liability shall also apply in event the photographic materials are damaged in processing, lost through camera or media malfunction, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer.

**Contract approved by:**

<b>Sponsor (print name)</b>	<b>Date</b>	<b>Sponsor Signature</b>
STATE OF GEORGIA	Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2023	
COUNTY OF _____	Notary Public _____	
(NOTARY SEAL)		
<i>Cody Hensleigh</i> <b>Photographer (print name)</b>	05/24/23 <b>Date</b>	<i>[Signature]</i> <b>Photographer Signature</b>
STATE OF <u>AL</u>	Sworn to (or affirmed) and subscribed before me this <u>24<sup>th</sup></u> day of <u>May</u> , 2023	
COUNTY OF <u>Calhoun</u>	Notary Public <u>[Signature]</u>	
(NOTARY SEAL)		



F.I.R.ST. (Fire Rescue Support Team)

110 Southfork Dr.

Macon, GA 31220

478-972-6752

THIS AGREEMENT, Made this 6th day of June, 2023 by and between Fire Rescue Support team Hereinafter called "PRODUCER" and Houston County Volunteer Fire Dept. whose address is 102 Chief Williams Dr. located in Kathleen in the county of Houston in the state of Georgia 31047 and hereinafter the "SPONSOR" now therefore, in consideration of the sum of ten dollars (\$10.00) in hand, paid by each party to the other, and in consideration of mutual covenants and agreement contained herein, the parties hereto covenant and agree as follows:

**TERMS OF AGREEMENT** This agreement shall be in effect during the period from the 6th day of June through the 15th day of December, 2023 or until terminated as herein prescribed, or until superseded by a subsequent written agreement. This agreement contains the entire understanding of the parties and supersedes, cancels any and all other such agreements, verbal or written, between the parties hereto or their predecessors.

**DISTRIBUTION** The Producer agrees to solicit contributions from each resident in sponsor primary service area by means of door to door, telephone and/or other methods. The PRODUCER agrees to furnish each contributor a signed numbered receipt for each contribution given and a certificate redeemable for one (1) free Family Color Portrait.

**DONATIONS and FEES** The sponsor shall receive a rate of 50% of all contributions of \$50.00 dollars or less, the SPONSOR shall receive 100% of all contributions greater than \$50.00 dollars. The sponsor shall cover all fees for donations made by credit card transactions.

**PUBLICITY** It is understood that all publicity concerning this fundraiser endeavor through any advertised media (TV, Radio, newspaper, etc.) by the SPONSOR or other parties shall require prior written approval by the PRODUCER. Any type of unapproved advertising or promotion shall release producer of any minimum guarantees and possible termination of said contract.

**EXCLUSIVITY** To maximize funds for the SPONSOR, the PRODUCER is hereby granted this exclusive contract for the term named. The SPONSOR agrees not to engage in photographic portrait fund raising endeavors, except through the PRODUCER, during the term of this contract. The SPONSOR further agrees not to engage in any type of other fund raising endeavors during the actual period (s) of solicitation. This is not to restrain the SPONSOR from other fund raising endeavors other than portrait fund raising, during the term of this contract.

**WEEKLY SETTLEMENTS** The SPONSOR will designate a program coordinator who shall have the authority to issue and sign checks to the PRODUCER and receives monies from the PRODUCER weekly. A weekly settlement will be made each week, at which time the PRODUCER will remit to the SPONSOR 50% of all contributions and 100% of all contributions above designated amount. It is understood that all cash, up to 50% of the previous week's sales, will be held by the PRODUCER. It is agreed that all checks for solicitations will be made payable to the order of the SPONSOR and that the SPONSOR shall be responsible for the collection of the same. In the event weekly check receipts should exceed weekly cash receipts, the SPONSOR will pay the PRODUCER, at weekly settlement, by check, any funds due to the PRODUCER from solicitations.

**FINAL SETTLEMENTS** A final settlement will be made between the SPONSOR and the PRODUCER after program completion and final portrait delivery. Any settlement of the account at that time, whether paid to the SPONSOR or the PRODUCER, will be acceptable by cash or check.

**LICENSES AND PERMITS** SPONSOR will be responsible for the cost, if any, of all permits and licensing, if required by local authorities, regarding fund raising, solicitations.

**PRODUCER RESPONSIBILITY** The PRODUCER will be responsible for customer appointments by mail and/or telephone. The PRODUCER will be responsible for furnishing each a valid portrait certificate holder, who presents themselves at the appointment date, time and place to be photographed, with photography processing, developing, printing, and delivering of one (1) FREE 10x13 family portrait.

**CANCELLATION** It is agreed that for the common good of all concerned that this contract may be canceled only by giving a written 15 day notice from producer or sponsor for any reason. Cancellation of this contract by either party will result in forfeiture of any guarantee by the PRODUCER or the SPONSOR.

**AMENDMENTS** No amendment, changes, alterations, attachments, mediations or qualifications may be made in the term of this agreement unless made in writing and signed by the PRODUCER and a duly authorized officer of the SPONSOR.

Please see attached list. Cody Hensleigh Photography will provide all portraits.

This contract is not valid and enforceable until accepted and approved by the PRODUCER.

\_\_\_\_\_  
OFFICER FOR THE SPONSOR

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_

\_\_\_\_\_  
TITLE

Orlando Williams  
FIRST REPRESENTATIVE

Owner

\_\_\_\_\_  
TITLE

(NOTARY SEAL)

### **13. Approval of A Bid (2 Expeditions) – Commissioner Gottwals**

The Purchasing Department is requesting approval of bids on two Ford Expeditions from Phil Brannen Ford of Perry. One 2022 Ford Expedition for use by the Director of Operations for \$54,525, and one 2023 Ford Expedition for use by the Director of Utilities for \$54,220.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the bid for one 2022 4WD Ford Expedition for \$54,525, charged to Host Fees, and one 2023 2WD Ford Expedition for \$54,220 charged to the Water Capital Account, from Phil Brannen Ford of Perry.**



**HOUSTON COUNTY BOARD OF COMMISSIONERS  
PURCHASING DEPARTMENT**

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

**MARK E. BAKER**  
PURCHASING AGENT

## **M E M O R A N D U M**

**TO:** Houston County Board of Commissioners  
**FROM:** Mark E. Baker  
**CC:** Robbie Dunbar  
**DATE:** May 30, 2023  
**SUBJECT:** Purchase of Two (2) Ford Expeditions

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The Director of Operations and the Director of Utilities requested that the Purchasing Department locate two new Ford Expeditions for their use. Phil Brannen Ford of Perry was able to find them.

It is recommended that the Houston County Board of Commissioners go forward and purchase these located vehicles from Phil Brannen Ford of Perry, due to lead times and availability on newly ordered vehicles. A 2022 4WD was found for \$54,525 and will be charged to the Host fees. A 2023 2WD was found for \$54,220 and will be charged to the water department Capital account.

## **14. Personnel Request (Equipment Operator) – Commissioner Gottwals**

The Landfill is requesting to hire Ciara Wynn to fill the vacant Equipment Operator Position at a Grade 10 Step B effective June 7, 2023. Staff has reviewed her experience and concurs with the request.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the hiring of Ciara Wynn to fill the vacant Equipment Operator Position at the Landfill at a Grade 10 Step B effective June 7, 2023.**



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## 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)

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To: County Commissioners  
From: Kenneth Carter, Director of Personnel  
Date: May 10, 2023  
Re: Ciara Wynn – Equipment Operator

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Terry Dietsch is requesting to hire Ciara Wynn for the vacant Equipment Operator position at the Landfill. Based on Ms. Wynn's experience, Mr. Dietsch is requesting to be hired at Grade 10 (B). I have reviewed his experience and request approval to hire at the 10 (B) step effective June 7, 2023.

## 15. Board Appointment (Library Board) – Commissioner Gottwals

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

the appointment of Johanna Goff to the Library Board for a term starting 07/01/2023 through 06/30/2027.

## **16. Board Appointment (Planning and Zoning) – Commissioner Talton**

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the appointment of Titus Diamond to fulfill the unexpired term of Danny Carpenter on the Planning and Zoning Board. This term will begin 06/07/2023 and expire 09-06-2024.**

## **17. Wildlife Management Area Agreement (Oak Woods) – Commissioner Talton**

The Georgia Department of Natural Resources would like to renew the Oak Woods Wildlife Management Area Lease Agreement for the 2023-2024 hunting season.

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

**the signing of the renewal of the Oak Woods Wildlife Management Area Lease Agreement for the 2023-2024 hunting season between The Georgia Department of Natural Resources and Houston County.**

## **18. Land Bank Renewal (City of Perry) – Commissioner Talton**

The County would like to exercise the option of renewal to the intergovernmental contract with The City of Perry creating the Houston County Land Bank pursuant to Article IX; Section 9.01 of the original contract.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the signing of the Exercise of Option To Renew Intergovernmental Contract Between Houston County And City Of Perry Creating The Houston County Land Bank.**

**EXERCISE OF OPTION  
TO RENEW  
INTERGOVERNMENTAL CONTRACT  
BETWEEN  
HOUSTON COUNTY  
AND  
CITY OF PERRY  
CREATING THE HOUSTON COUNTY LAND BANK**

The undersigned Parties agree to exercise the Option to Renew the Intergovernmental Contract Creating the Houston County Land Bank pursuant to Article IX; Section 9.01 of the original contract. This Option to Renew shall commence on October 3, 2023, and shall continue until one of the following actions occurs:

- (a) Either Party moves to exercise the option of Withdrawal as defined in Article IX; Section 9.02 of the original contract; or
- (b) One of the options of Termination as defined in Article IX; Section 9.03 of the original contract is exercised.

All other terms of the contract shall remain in full force and effect.

**SO AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

HOUSTON COUNTY  
a Georgia public body corporate

By: \_\_\_\_\_  
Name: Dan Perdue  
Title: Chairman

CITY OF PERRY  
a Georgia public body corporate

By: \_\_\_\_\_  
Name: Randall Walker  
Title: Mayor

## **19. Public Hearing for Commodore Drive (City of Perry) – Commissioner Talton**

The Planning and Zoning Board was presented with a request from The City of Perry at their May 15th meeting. This request for Transportation Corridor Protection is for the extension of Commodore Drive from GA Highway 127 to Saddlecreek Road. In accordance with the Comprehensive Land Development Regulations for Houston County Section 133.3, the Planning and Zoning Board voted unanimously to recommend to the Houston County Board of Commissioners approval of the plan as presented.

**Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to**

**approve**

**disapprove**

**table**

**authorize**

**the Transportation Corridor Protection for the extension of Commodore Drive from GA Highway 127 to Saddlecreek Road.**

## HOUSTON COUNTY PLANNING COMMISSION

200 Carl Vinson Parkway • Warner Robins, Georgia 31088-5896  
(478) 542-2018 • Fax (478) 329-0011

WM. (Bill) SCHWANEBECK, Chairman  
*Warner Robins*  
DR. STEPHAN HOLCOMB, Vice  
Chairman *Warner Robins*  
DANNY CARPENTER, Member  
*Elko*  
STEVE WILLIAMS, Member  
*Warner Robins*  
GARY GARRARD, Member  
*Warner Robins*  
ZACHARY IVESTER, Member  
*Warner Robins*  
KRISTINA GIBBS, Member  
*Elko*  
TIMOTHY E. ANDREWS, Secretary

## MEMORANDUM

To: Houston County Commissioners  
From: Timothy E. Andrews, Planning and Zoning Administrator   
Date: May 31, 2023  
Re: Transportation Corridor Protection Request

The Houston County Planning and Zoning Board on May 15, 2023 at their regularly scheduled hearing was presented with a Transportation Corridor Protection Request. The request was presented by Perry City Attorney Brooke Newby for the extension of Commodore Drive from GA Highway 127 to Saddlecreek Road. In accordance with the Comprehensive Land Development Regulations for Houston County Section 133.3, the Planning and Zoning Board voted unanimously to recommend to the Houston County Board of Commissioners approval of the Transportation Corridor Protection Plan as presented.

## 20. Approval of Bills – Commissioner Talton

Summary of bills by fund:

General Fund (100)	\$2,579,910.51
Emergency 911 Telephone Fund (215)	\$72,243.08
American Rescue Plan Act (230)	\$58,320.00
Fire District Fund (270)	\$508,193.38
2006 SPLOST Fund (320)	\$1,009.55
2012 SPLOST Fund (320)	\$821,929.77
2018 SPLOST Fund (320)	\$2,021,796.43
Water Fund (505)	\$349,648.01
Solid Waste Fund (540)	\$1,371,900.45
<b>Total</b>	<b>\$7,784,951.18</b>

Motion by \_\_\_\_\_, second by \_\_\_\_\_ and carried \_\_\_\_\_ to

approve

disapprove

table

authorize

the payment of the bills totaling \$7,784,951.18