



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

April 16, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
April 16, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Chairman Stalnaker

Pledge of Allegiance – MSgt. Jeffrey Copeland, USAF (ret.)

Recognizing April 15th – April 19th as Manufacturing Appreciation Week

Recognizing April as Autism Awareness Month

Approval of Minutes from April 2, 2019

New Business:

1. Recognition of Houston County Volunteer Firefighters – Chairman Stalnaker
2. Personnel Request – Commissioner Robinson
3. Warner Robins Annexation Request – Commissioner Robinson
4. Cul-de-Sac Bond Release (Oakley Court) – Commissioner Walker
5. Cul-de-Sac Bond Extension (Rosales Drive) – Commissioner Walker
6. Approval of Bid (Church Street Widening) – Commissioner Walker
7. Professional Services Agreement (Enviro Trenchless / Drainage Repairs) – Commissioner Thomson
8. Professional Services Agreement (Saunders Engineering / Lake Joy Fire & EMA) – Commissioner Thomson
9. Mowing Contract (Lovin Contracting) – Commissioner Thomson
10. Request for Master Water Meter Connection (Warner Robins) – Commissioner McMichael
11. Inmate Work Detail Contracts (McEver & Dooly) – Commissioner McMichael
12. Approval of Bid (2019 Spot Overlay Project) – Commissioner McMichael
13. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

Motion for Adjournment



**A PROCLAMATION RECOGNIZING MANUFACTURING APPRECIATION WEEK IN
GEORGIA APRIL 15-19, 2019**

WHEREAS: Georgia's Manufacturing Appreciation Week (MAW) was established by the Technical College System of Georgia and the Georgia Department of Economic Development. Manufacturing Appreciation Week will be celebrated April 15-19, 2019, and

WHEREAS: Manufacturing is vital to Georgia's economy and has been the primary source of economic growth in the United States, and

WHEREAS: Nearly 9,400 manufacturing facilities are located in Georgia providing jobs for approximately 364,000 Georgians. Georgia's manufacturing operations such as transportation equipment, aerospace, computers and electronics, food, paper, metal fabrication, textiles, glass and plastics create state wealth by adding value to raw materials through the application of people skills and investment in tools, technology and talent, and

WHEREAS: Over 50 manufacturers are located in Houston County with the largest industrial complex in the State of Georgia, Robins Air Force Base, employing over 22,000 people. Houston County industries provide opportunities through educational partnerships, company-sponsored community involvement efforts, volunteer programs and civic involvement, and

WHEREAS: The Georgia Manufacturer of the Year Awards will be presented at a luncheon on April 18 at the Georgia International Convention Center to companies in small, medium and large categories that exhibit a high degree of corporate responsibility and economic impact on Georgia and demonstrate a commitment to workforce excellence, and

WHEREAS: The Houston County Board of Commissioners congratulate **Clean Control Corporation, Interfor, Perdue Farms** and their employees for being 2019 nominees while acknowledging **Perdue Farms** and **Frito Lay** as past winners of the prestigious award, "Georgia's Manufacturer of the Year." We owe tremendous gratitude to all manufacturers in Houston County for the key role they play in promoting and ensuring a brighter and stronger future for citizens throughout the Middle Georgia region.

NOW, THEREFORE, be it proclaimed by the Houston County Board of Commissioners that the week of April 15-19 be designated Manufacturing Appreciation Week, the 25th Annual Celebration to acknowledge the critical and fundamental importance of existing industry to the prosperity of our economy in Houston County.

SO RESOLVED this 16th day of April, 2019

Attested By:

Barry Holland
Director of Administration

Tommy Stalnaker, Chairman

Larry Thomson

Tom McMichael

Gail Robinson

H. Jay Walker, III



A Resolution Recognizing April as Autism Awareness Month

WHEREAS, autism is a bio-neurological developmental disability that impacts the normal development of the brain in the areas of social interaction, communication skills, and cognitive function. and

WHEREAS, individuals with autism typically have difficulties in verbal and non-verbal communication, social interactions, and leisure or play activities, and

WHEREAS, autism now affects 1 in 59 children; over half are classified as having an intellectual disability or borderline intellectual disability which autism affects all ethnic and socioeconomic groups with minority groups tend to be diagnosed later and less often, and

WHEREAS, the rate of autism has steadily grown over the last twenty years, and

WHEREAS, autism itself does not affect life expectancy, however, research has shown that the mortality risk among individuals with autism is twice as high as the general population, in large part due to drowning and other accidents, and

WHEREAS, autism is treatable, not a hopeless condition. Currently there is no cure for autism, though with early intervention and treatment, the diverse symptoms related to autism can be greatly improved in some cases completely overcome and it is important to educate the community that the answer for making a difference regarding autism is enhancing lives today and accelerating a spectrum of solutions for tomorrow across the spectrum and throughout the life span.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Houston County proclaims April to be **World Autism Awareness Month**.

AND, BE IT FURTHER RESOLVED, that the Board encourages the citizens of Houston County to learn more about autism to give support and encouragement to individuals and families in our County affected by this challenging disability.

SO RESOLVED this 16th day of April, 2019

Attested By:

Barry Holland
Director of Administration

Tommy Stalnaker, Chairman

Larry Thomson

Tom McMichael

Gail Robinson

H. Jay Walker, III

Recognition of Houston County Volunteer Firefighters

Commissioner Robinson will present a personnel request for the Board's consideration.

Mason Financial Services, LLC has requested annexation into the City of Warner Robins for a property totaling 3.44 acres (being a portion of Tax Parcel 00077D 001000) located at the intersection of West Wrasling Way and Ely Place. The property was recently rezoned at the March 5, 2019 Board meeting from C-2 General Commercial to R-4 Multi-Family Residential and now needs to be annexed into the city for sewer access. The proposed zoning upon annexation is Warner Robins R-4 and the property is contiguous to the city limits. The County would maintain water service to the property.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

with a City of Warner Robins annexation request for the property described as:

property totaling 3.44 acres (being a portion of Tax Parcel 00077D 001000) located at the intersection of West Wrasling Way and Ely Place as shown on a plat of survey by Robert L. Story, G.R.L.S. 1853, for Mason Financial Services, LLC dated January 21, 2019.



Randy Toms - Mayor

202 North Davis Drive PMB 718, Warner Robins, Georgia 31093 Phone (478) 302-5515 Facsimile (478) 302-5551

Received

February 27, 2018

MAR 18 2018

Houston County Commissioners

Warner Robins, GA

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

Re: Initiation of Annexation Pursuant to the 100% Application Method to the City of Warner Robins -- portion of property totaling 3.44 acres located 1265 S Houston Lake Road [Tax Parcel No., [00077D 001000]

Dear Commissioners:

Notice is hereby given, pursuant to O.C.G.A. §36-36-6, that the City of Warner Robins, Georgia, has accepted a petition for annexation, pursuant to O.C.G.A. §36-36-20, *et seq.* (Article II or 100% Application Method). The owner of this property, who has filed a written request for annexation, is Mason Financial Services, LLC. As required by law, a copy of the application showing the legal description is attached. A tax map showing the boundaries of the proposed annexed area is attached as Exhibit "A". The present zoning is R-4[Multi Family Residential District][County], and the proposed zoning and land use for this tract upon annexation is R-4[Multi Family Residential District][City], under the zoning ordinance of the City of Warner Robins.

Respectfully,

City of Warner Robins, Georgia

By: Randy Toms
Randy Toms, Mayor
For the Mayor and Council

cc: Barry Holland, County Administrator
James E. Elliott, Jr., City Attorney

APPLICATION

Property Owner(s) Name: MASON FINANCIAL SERVICES LLC Cellphone: 478-951-1000

Company Name (if applicable): _____ Office Phone: _____

Property Owner(s) Address: 130 VAN DORN KATHLEEN GA

Applicant's Name: THOMAS J. MASON Cellphone: 478-951-1000

Company Name (if applicable): _____ Office Phone: _____

Applicant's Address: SAME

Property Information

PROPERTY OWNER IS REQUESTING THE ANNEXATION/REZONING PURSUANT TO OCGA § 36-36-21, OF:

ADDRESS/LOCATION: Ely Place & West Wrasling Way

Tract#: _____ Parcel#: A-1 Land Lot(s): _____ Land District#: _____

County: HOUSTON Tax Parcel#: (portion of) 000770 001000 Total Acres: 3.44

Survey Prepared by: ROBERT STORIE Dated _____

Recorded in Plat Book#: NOT RECORDED Page#: _____

Present Zoning: R-4 Requested Zoning: R-4

The property owner makes application in order to: (Describe in "detail" the reason for annex/rezone):

MEET CITY REQUIREMENTS TO ACQUIRE SEWER

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: HOUSTON COUNTY

Is sewer service available? Yes No Jurisdiction: CITY OF W.R

Authorization:

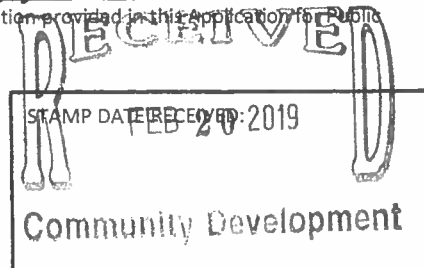
Upon receipt of the completed application package, the Community Development Department shall notify the Owner/Applicant of scheduled date, times, and locations of the public meetings/hearings. The Owner/Applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, THOMAS J. MASON, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 18 day of FEB, 2019.

Owner/Applicant Signature Thomas J. Mason

Print Name THOMAS J. MASON





Overview



Legend

-  Parcels
-  Roads

| | | | | | | | |
|-----------------|---------------|-------------------|------------------------------|--------------|---------|--------|------|
| Parcel ID | 00077D 001000 | Owner | MASON FINANCIAL SERVICES LLC | Last 2 Sales | | | |
| Class Code | Commercial | | 130 VAN DRIVE | Date | Price | Reason | Qual |
| Taxing District | County | | KATHLEEN GA 31047 | 4/1/2009 | | 23 | U |
| | County | Physical Address | 1265 S HOUSTON LAKE RD | 7/19/1991 | \$77500 | LM | Q |
| Acres | 7.96 | Assessed Value | Value \$1135300 | | | | |
| | | Land Value | Value \$796000 | | | | |
| | | Improvement Value | Value \$330800 | | | | |
| | | Accessory Value | Value \$8500 | | | | |

(Note: Not to be used on legal documents)

Date created: 3/14/2019

Last Data Uploaded: 3/14/2019 6:05:59 AM

Developed by  Schneider
GEOSPATIAL

DAKOTA RANCH LLC

40' SANITARY SEWER EASEMENT

LAND LOT 163

LAND LOT 164

N88°30'25"E
295.05'

74

175

20' SANITARY SEWER EASEMENT

206.60'
S00°21'21"E

MASON FINANCIAL SERVICES LLC

PARCEL "A-2"
4.52 ACRES

30.00'
S89°53'40"W

20' SANITARY SEWER EASEMENT

ABINGDON GREEN SUBDIVISION

176

N00°21'21"W
512.35'

PARCEL "A-1"
3.44 ACRES

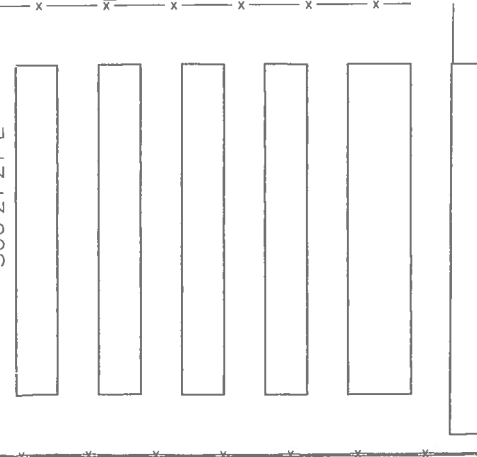
177

SURVEY DATA
SURVEY AREA: 3.44 ACRES
CLOSURE ERROR:
FIELD DATA: 24,300'
PLAT DATA: 134,637'
ADJUSTMENT BY: CRANDALL METHOD
EQUIPMENT USED: CARLSON GPS 702-GG
CARLSON CR5 TOTAL STATION

178

342.20'
S00°21'21"E

179



C3

215.05'

125' GEORGIA POWER COMPANY EASEMENT

DAKOTA RANCH LLC

RY SEWER EASEMENT

LAND LOT 163

LAND LOT 164

N88°30'25"E
295.05'

206.60'
S00°21'21"E

MASON FINANCIAL SERVICES LLC

PARCEL "A-2"
4.52 ACRES

30.00'
S89°53'40"W

20' SANITARY SEWER EASEMENT

PARCEL "A-1"
3.44 ACRES

N00°21'21"W
512.35'

342.20'
S00°21'21"E

C2 215.05' S88°06'02"

C3

75

76

77

178

179



CURVE TABLE

| CURVE | CD | ARC | RAD | CHORD |
|-------|-------------|--------|----------|--------|
| C1 | S00°41'25"W | 102.17 | 11402.86 | 102.17 |
| C2 | S85°02'42"W | 39.31 | 163.96 | 39.22 |
| C3 | N77°54'36"W | 110.81 | 248.03 | 109.89 |
| C4 | S65°21'33"W | 73.36 | 163.96 | 72.75 |

CERTIFICATION

"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 as set forth in O.C.G.A. Section 15-6-67."

ROBERT L. STORY GRLS NO. 1853

DATE

Lots 265 – 272 and 235 – 246 of Forestbrooke Subdivision Phase 2 and Lots 264 and 247 of Stratford Hills Subdivision have been extended as a part of the continued construction of Lots 248 – 263, 282 and 283 of Stratford Hills Subdivision Phase 2 eliminating the need for the cul-de-sac bond on Oakely Court. Engineering staff requests release of this bond.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the release of the cul-de-sac bond on Oakley Court (Sun Trust Bank Letter of Credit #70003524, Expires September 19, 2019) on Forestbrooke Subdivision Phase 2 and Stratford Hills Phase 2.

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT

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



Memo

Date: March 28, 2019

To: Houston County Board of Commissioners

From: Blake Studstill ^{BS}

RE: Cul-De-Sac Bond; Forestbrooke and Stratford Hills Subdivision, Phase 2;
SunTrust Bank, Letter of Credit #70003524; Expires September 19, 2019

OK *Re*

Lots 265-272 & 235-246 Phase 2 of the Forestbrooke Subdivision and Lots 264 & 247, Phase 2 of the Stratford Hills Subdivision has been extended as a part of the continued construction of Lots 248- 263, 282, & 283 Phase 2 of the Stratford Hills Subdivision. This eliminates the need for the above referenced cul-de-sac bond located on Oakley Court. Please consider this request to release the bond.

5

The Engineering Department is requesting to extend the Cul-de-sac bond for one year on Harley Estates Subdivision Phase 2 to give the developer an opportunity to extend Rosales Drive. If the bond is not extended by May 1, 2019 the County will draw the bond and contract the work.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the extension of the cul-de-sac bond (Persons Banking Company Letter of Credit #432946, expiring May 1, 2019) for Harley Estates Subdivision Phase 2. If the bond is not extended by May 1, 2019 the County will draw the bond and contract the work.

HOUSTON COUNTY PUBLIC WORKS DEPARTMENT

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



Memo

Date: March 28, 2019

To: Houston County Board of Commissioners

From: Blake Studstill ^{BS}

RE: Cul-De-Sac Bond Renewal; Harley Estates Extension Subdivision, Ph. 2;
Persons Banking Company Bank, Letter of Credit #432946; Expires May 1,
2019

OK
[Signature]

Please accept this request to renew the cul-de-sac bond at **Rosales Drive of Harley Estates Extension, Phase 2** for one year to give them an opportunity to extend Rosales Drive. If the bond extension is not received by May 1, 2019, we will draw this bond and contract the work.

6

Bids were solicited for the Church Street widening project with three bidders responding. Based on the evaluation scores staff recommends award to low bidder Georgia Asphalt in the amount of \$1,525,081.47. This is a 2012 SPLOST road improvement project.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the Church Street widening project to Georgia Asphalt of Juliette, GA in the amount of \$1,525,081.47. This is a 2012 SPLOST (CW12-03) funded project.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Houston County Board of Commissioners

From: Brian Jones, County Engineer *BJ*

CC: Ronnie Heald, SPLOST Road Program Manager

Date: Monday, April 8, 2019

RE: Bid Recommendation for 2012 SPLOST Road Improvement Project
Church Street Widening (CW12-03)

OK PWS

Bids were received on Thursday, April 4, 2019 at 10:00 am at Public Works for the above referenced project. The bidders list is presented below.

| <u>Firm Name</u> | <u>Proposal Amount</u> |
|-------------------------|------------------------|
| Georgia Asphalt | \$1,525,081.47 |
| C. W. Matthews | \$1,743,659.40 |
| Reeves Construction Co. | \$1,800,563.07 |

Based on the evaluation scores, the Engineering Department recommends the selection of **Georgia Asphalt**, to perform the construction at the bid price of **\$1,525,081.47**.

Engineering Department staff recommend entering into an agreement with Enviro Trenchless to rehabilitate the storm water drainage pipes located near 123 Falcon Crest. Enviro Trenchless is a sole source for centrifugally cast concrete pipe rehabilitation which does not require excavation of the existing pipe as does conventional pipe repair. The engineering estimate for a conventional repair would be \$78,631 versus this procedure that can be accomplished for \$32,250.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

a professional services agreement with Enviro Trenchless, LLC of Warner Robins to rehabilitate the storm water drainage pipes located near 123 Falcon Crest in the amount of \$32,250.



MEMORANDUM

To: Houston County Board of Commissioners

From: Blake Studstill, Civil Engineer *BS*

Date: Tuesday, April 9, 2019

RE: Storm water drainage repairs – 123 Falcon Crest

The Engineering Department requests permission to enter into an agreement with Enviro Trenchless, LLC, to provide professional services to rehabilitate storm water drainage pipes in the amount of **\$32,250.00**. Specifically, the work involves the re-lining of storm water structures located near 123 Falcon Crest.

Enviro Trenchless is a local firm located in Warner Robins and a sole source for centrifugally cast concrete pipe (CCCP) rehabilitation services. The process does not require excavation of the existing pipe as with typical pipe repair projects. With our projects listed above, there is not only disruption to the residents in the vicinity of the repairs, there is also high costs associated with cutting the road, excessive excavation, and utility conflicts. Normally, traditional repair methods are less expensive than CCCP, however in these instances it results in a savings of 59%. For comparison, listed below are the costs for the project with the engineer's estimate of the costs using conventional construction methods.

| Location | Description | Conventional Construction | CCCP Rehabilitation |
|------------------|---|---------------------------|---------------------|
| 123 Falcon Crest | 80 LF of 42" CMP and 2 curb inlets at 20-foot depth | \$78,631 | \$32,250 |

I appreciate your time and attention on this matter.

The Engineering Department is requesting approval to enter into a professional services agreement with local engineering firm Saunders Engineering Consultants to provide the construction plans for the new fire station and emergency management complex project on Lake Joy Road. Saunder's fee for the proposed work is \$16,600.

Motion by _____ second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

entering into a professional services agreement with Saunders Engineering Consultants, Inc. of Centerville to provide construction plans for the new Lake Joy fire station and emergency management complex project in the amount of \$16,600.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Houston County Board of Commissioners

From: Ronnie Heald *RJA*

Date: Tuesday, April 9, 2019

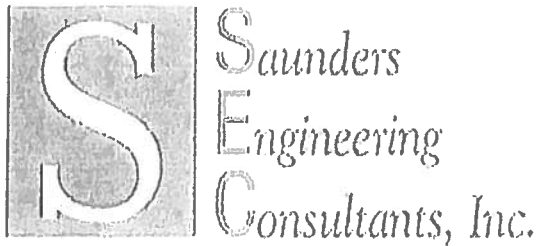
CC: Robbie Dunbar, Director of Operations
Brian Jones, County Engineer

RE: Agreement for Engineering Services
Houston County Fire & Emergency Management Complex

OK
[Signature]

The Engineering Department requests permission to enter into an agreement with Saunders Engineering Consultants, Inc., to provide construction plans for the new Fire & Emergency Management Complex.

For your reference, I have attached a copy of the proposal. The fee for the work would be \$16,600.



April 9, 2019

Mr. Ronnie Heald
Houston County Public Works
2018 Kings Chapel Road
Perry, GA 31069

RE: *Fee Proposal for Site Design for the Houston County Fire & Emergency
Management Complex
SEC Project # Pending*

Dear Mr. Heald:

We appreciate the opportunity to submit a fee proposal for site engineering services on the subject project. Our services will be as follows

- *Level 3 Soil Survey for Septic Tank Design - \$800.00*
- *Additional Topographical Survey - \$2,300.00*
- *Contract documents for permitting - \$13,500.00*

The Engineering Services will include the layout and design of the parking lot and building location. We will closely coordinate with you concerning the design intent, landscaping, etc. Our plans will minimally include general note sheet, layout sheet, grading and drainage sheet, utility sheet, and soil erosion control sheet. Also included in our services will be the coordination, submission, etc., to obtain the required permits necessary for parking lot construction including Septic Tank permit. We will also provide the engineering effort necessary to meet the NPDES requirements including Comprehensive Monitoring Program, Notice of Intent, Initial site inspection of installed BMP's, etc.

Mr. Heald, we look forward to continuing our relationship with you, and truly appreciate the opportunity to submit this proposal. Should you have any questions or concerns, please contact me at (478) 953-1228.

Sincerely,
Saunders Engineering Consultants, Inc.



Rick Saunders, PE

Houston County has recently seen an increase of required mowing on various County roads. Public Works is unable to keep up with the increased demand and the Georgia Department of Transportation is unable to maintain the urbanized section of SR 96 (beginning at its intersection with Hwy. 41 running in an easterly direction to just east of Thompson Mill Road) at a standard that the citizens of Houston County demand. Sections of Dunbar Road (beginning at its intersection with Hwy. 41 and running in an easterly direction to its intersection with Elberta Road) and Bear Branch Road (beginning at its intersection with SR 127 and running in an easterly direction to its intersection with SR 247) are also included in this contract.

Due to these circumstances it has become necessary for Public Works to supplement its current right-of-way landscape maintenance by adding additional County road mowing cycles to be performed by Lovin Contracting Co. Inc., a private contractor. A cycle of mowing consists of litter pick-up, mowing, and weed eating around structures and guardrails. The schedule for pricing by road mile, depending upon the type of road, is included in the contract.

Motion by _____ second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an Agreement with Lovin Contracting Co., Inc. for additional mowing cycles to various County roads in order to maintain the roads to the standard demanded by the citizens of Houston County. Lovin Contracting Co. will be paid on a cost per mile basis depending on the type of road per Exhibit A of the agreement.

State of Georgia
County of Houston

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2019, by and between BOARD OF COMMISSIONERS OF HOUSTON COUNTY, hereinafter referred to as “County” and LOVIN CONTRACTING CO., INC., hereinafter referred to as “Lovin”;

W I T N E S S E T H

WHEREAS, the Georgia Department of Transportation cannot maintain the urbanized section of State Route 96 to a standard the citizens of Houston County demand; and

WHEREAS, Houston County Public Works cannot keep up with the required demand for mowing on various County roads; and

WHEREAS, Houston County desires to supplement its current right-of-way landscape maintenance with a private contractor;

NOW THEREFORE, for and in consideration of the mutual benefits derived by the parties hereto, it is agreed as follows:

1.

Lovin will furnish all materials and equipment and perform all labor necessary to maintain the landscaping on an as needed basis within the full right-of-way widths of the following roads:

A) State Route 96 beginning at its intersection with U.S. Highway 41 and running in a generally easterly direction along the right-of-way of State Route 96 to its east of its intersection with Thompson Mill Road and being approximately 9.35 miles in length.

- B) Dunbar Road beginning at its intersection with US Highway 41 and running in an easterly direction to its intersection with Elberta Road and being approximately 5.18 miles in length.
- C) Bear Branch Road beginning at its intersection SR 127 and running in a generally easterly direction along the right-of-way of Bear Branch Road to its intersection with SR247 and being approximately 3.39 miles in length.

2.

Lovin will perform the following work on the aforesaid rights-of-way:

- A) Litter pick up, mowing and weed eating around structures and guardrails.
- B) Remove and properly dispose of all litter prior to each cycle of mowing.
- C) Maintain proper signage at all times work is being performed notifying the public of the presence of mowers and workers ahead; no travel lanes of the roads being maintained will be blocked at any time by equipment or personnel of Lovin.

3.

Lovin agrees to indemnify and hold harmless County and the County's agents, servants and employees from any and all lawsuits, actions or claims of any character brought because of injuries or damage received or sustained by any person, persons, or property arising out of Lovin work under this contract. Lovin will provide a liability insurance policy with limits of one million dollars (\$1,000,000.00) per occurrence.

4.

Lovin shall at all times during the term of this contract or any renewal thereof hold a current business license and comply with all requirements regarding E-Verify.

5.

The term of this contract shall be for a one year period beginning _____ and ending _____. This contract is renewable annually for two additional one year periods for the years 2020 and 2021.

6.

Lovin shall be paid according to quote attached hereto as Exhibit "A" and by reference made a part hereof.

7.

This Agreement shall be construed according to the laws of the State of Georgia.

8.

Time is of the essence of this Agreement.

9.

This Agreement binds the successors and assigns of the Parties hereof.

SO AGREED, the day and year first above written.

**BOARD OF COMMISSIONERS OF
HOUSTON COUNTY**

LOVIN CONTRACTING CO., INC.

By: _____
Tommy Stalnaker, Chairman

By: _____

Attest: _____
Barry Holland, Director or Administration

Attest: _____

Lovin Mowing Quote per Route

| | Begin | End | Miles | Type of Road | Cost per Mile |
|----------------|---------------------|--------------------------|-------|--------------|---------------|
| State Route 96 | US 41 | Lowes | 1.37 | median | \$ 900.00 |
| State Route 96 | Lowes | East of Moody Rd | 4.59 | no median | \$ 400.00 |
| State Route 96 | East of Moody Rd | Old Hawkinsville Rd | 2.16 | median | \$ 900.00 |
| State Route 96 | Old Hawkinsville Rd | East of Thompson Mill Rd | 1.23 | no median | \$ 400.00 |

| | Begin | End | Miles | Type of Road | Cost per Mile* |
|----------------|--------|--------------|-------|--------------|----------------|
| Dunbar Road | US 41 | Elberta Road | 5.18 | two lanes | \$ 300.00 |
| Bear Branch Rd | SR 127 | SR 247 | 3.39 | two lanes | \$ 300.00 |

*Cost to cut county roads would be \$200.00 per mile if litter pickup not done.

Lovin has quoted a price of \$160.00 per mile for litter pick up on four lane roadway and \$100.00 per mile on two lane roadway.



10

Pursuant to our current water use agreement, the City of Warner Robins has requested the installation of master water meter for Century Market Plaza located at Hwy. 96 and Houston Lake Road. They are requesting a four-inch inter-utility master meter to serve a proposed 13-unit retail strip development.

Public Works has reviewed the request and recommends approval of the four-inch meter under our water purchase agreement at a commercial rate.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

a request from the City of Warner Robins to include Century Market Plaza located at Hwy. 96 and Houston Lake Road in the current water use agreement between the City of Warner Robins and Houston County. A four-inch Master water meter will be installed for this location.

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

**REQUEST FOR MASTER WATER METER CONNECTION
TO HOUSTON COUNTY WATER SYSTEM**

MAYOR
Randy Toms

March 22, 2019

**MEMBERS OF
COUNCIL**

Post 1
Daron Lee
Post 2
Carolyn Robbins
Post 3
Keith Lauritsen
Post 4
Tim Thomas
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

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

**RE: Century Market Plaza
Located at Highway 96 and Houston Lake Road
Warner Robins, GA 31088
Four Inch (4") Inter Utility Master Meter**

Gentlemen,

**CITY CLERK
ASSISTANT**
Kathy Opitz

The City of Warner Robins has received plans for the above development.

CITY ATTORNEY
James E. Elliott

The owner is: Roger Patel
545 North Davis Drive
Warner Robins, GA 31093
Phone: 478-696-3660

Engineer is: Bryant Engineering
906 Ball Street, Suite A
Perry, GA 31069
Phone: 478-224-7070

This is for compliance with the Infrastructure agreement. Plans show this meter being installed on the south side of Highway 96 to serve the commercial property.

Consider this letter as The City of Warner Robins request for this servicing.

If you have any questions, please call me at (478) 302-5449.

Sincerely,

City of Warner Robins



William Abarca, P.E.
Utilities Engineer

700 WATSON BLVD • P.O. Box 8629 • WARNER ROBINS, GEORGIA 31095

(478) 293-1000 • FAX (478) 929-1124 • www.wrga.gov

Notes for "Request for Master Water Meter Connection to Houston County Water System"

RE: Century Market Plaza
Hwy 96 and Houston Lake Road
4" Inter Utility Master Meter



- Proposed 13 unit strip center.
- 4" Master Meter will feed a 4" header that will feed 13 – 2" lines (each with a city master meter)
- Per Dan Walker, the 4" meter should adequately feed 13 individual 1"-2" meters.
- Dan believes fire protection will be from hydrant, not sprinkled.
- Recommend approval under Houston County's Water Purchase agreement at commercial rate.

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

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign a contract with the Georgia Department of Corrections to provide the County with nine inmate work details from the McEver Probation Detention Center at a cost of \$39,500 per detail; and a contract for one inmate work detail from the Dooly State Prison at a cost of \$39,500. The contracts will be effective July 1, 2019 and will expire June 30, 2020. Total cost to the County is \$395,000.



**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

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

MEMORANDUM

To: Barry Holland
From: Robbie Dunbar, Director of Operations
Date: Wednesday, April 3, 2019
RE: Work Detail Agreements

A handwritten signature in black ink, appearing to read "Robbie Dunbar".

Both Public Works and the County Attorney's Office have reviewed the Work Detail Agreements from the Georgia Department of Corrections. Please place these agreements on the agenda for the April 16th meeting.

Thank you.



GEORGIA DEPARTMENT OF CORRECTIONS

Office of Legal Services

P.O. Box 1529

Forsyth, Georgia 31029

Telephone (478) 992-5231

Facsimile (478) 992-5241

Brian P. Kemp
Governor

Timothy C. Ward
Commissioner

March 25, 2019

Houston County
Attn: Robbie Dunbar
2018 Kings Chapel Road
Perry, GA 31069

RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

The State fiscal year-end is quickly approaching. As a result, our department is being proactive in establishing our work detail agreements for Fiscal Year 2020. Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original to the facility contact as described in your agreement no later than May 15th. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address www.gdc.contracts@gdc.ga.gov. Please state **NO DETAIL NEEDED** in the subject line as well as the name of your entity.

As a Department, we are moving towards electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, we are moving towards electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly,
Charles Hodges
Attorney III, Contracts

Enclosure:

WORK DETAIL AGREEMENT
By and Between
Georgia Department of Corrections
And
Houston County

THIS AGREEMENT is entered into this 1st day of July, 2019, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Houston County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2019 through 11:59 p.m. on June 30, 2020 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

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

If to Governmental Entity:

Houston County
 Attn: Robbie Dunbar
 2018 Kings Chapel Road
 Perry, GA 31069
 mprue@houstoncountyga.org

If to Department:

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

With a copy to:

Dooly State Prison
 Attn: Alex Jones
 P.O. Box 750
 1412 Plunkett Road
 Unadilla, GA 31091
 alex.jones@gdc.ga.gov

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

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

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

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

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

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

Thousand Five Hundred Dollars (\$39,500.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty-Nine Dollars and Ninety Cents (\$189.90) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.



GEORGIA DEPARTMENT OF CORRECTIONS

Office of Legal Services
P.O. Box 1529
Forsyth, Georgia 31029
Telephone (478) 992-5231
Facsimile (478) 992-5241

Brian P. Kemp
Governor
Timothy C. Ward
Commissioner

March 25, 2019

Houston County Board of Commissioners
Attn: Robbie Dunbar
2018 Kings Chapel Road
Perry, GA 31069

RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

The State fiscal year-end is quickly approaching. As a result, our department is being proactive in establishing our work detail agreements for Fiscal Year 2020. Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original to the facility contact as described in your agreement no later than May 15th. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address www.gdc.contracts@gdc.ga.gov. Please state **NO DETAIL NEEDED** in the subject line as well as the name of your entity.

As a Department, we are moving towards electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, we are moving towards electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly,
Charles Hodges
Attorney III, Contracts

Enclosure:

WORK DETAIL AGREEMENT
By and Between
Georgia Department of Corrections
And
Houston County Board of Commissioners

THIS AGREEMENT is entered into this 1st day of July, 2019, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Houston County Board of Commissioners, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

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

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

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

1. Term of Agreement. The term of this Agreement shall be from July 1, 2019 through 11:59 p.m. on June 30, 2020 ("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any property under Governmental Entity's control.

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

If to Governmental Entity:

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

If to Department:

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

With a copy to:

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

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

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

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

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

GEORGIA DEPARTMENT OF
CORRECTIONS:

GOVERNMENTAL ENTITY:

By: _____
Jennifer Ammons
General Counsel

By: _____

Print Name: _____

Title: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

EXHIBIT A

SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with nine (9) Offender work detail. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations.

- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512 megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Three Hundred Fifty-Five Thousand Five Hundred Dollars (\$355,500.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by One Hundred Eighty-Nine Dollars and Ninety Cents (\$189.90) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

Bids were solicited for the 2019 Spot Overlay project with three bidders responding. Staff recommends award to low bidder Womack Paving in the amount of \$97,210.50. Funds for this project will come from the SPLOST resurfacing allocation.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of the 2019 Spot Overlay project to Womack Paving of Gray, GA in the amount of \$97,210.50. Funds for this project will come from the SPLOST resurfacing allocation.



HOUSTON COUNTY PUBLIC WORKS

2018 Kings Chapel Road
Perry, GA 31069

PHONE: (478) - 987 - 4280
FAX: (478) - 988 - 8007

MEMORANDUM

Date: Tuesday, April 09, 2019

OK
[Signature]

To: Houston County Board of Commissioners

cc: Robbie Dunbar, Director of Operations, Ken Robinson, Traffic Engineer

From: Brian Jones, County Engineer [Signature]

RE: 2019 Spot Overlay Project

Please consider this request to accept the bid for the above referenced project. Bids were received on Tuesday, April 9, 2019. Listed below is a summary of the results:

| Bidder | Bid Amount |
|-------------------------|--------------------|
| Womack Paving | \$97,210.50 |
| Georgia Asphalt, Inc. | \$99,020.75 |
| Reeves Construction Co. | \$139,737.00 |
| C.W. Matthews | No Bid |
| Everett Dykes | No Bid |

Engineering recommends awarding the contract to Womack Paving as the lowest bidder. The roads listed for spot overlays/repairs are: Pitts Rd, Kersey Rd (2 locations), Toomer Rd, Country Squire Lane, Gilbert Rd.

The funds for this project will come from the SPLOST resurfacing allocation.

Thank you for your time and consideration of this request.

Summary of bills by fund:

| | |
|--------------------------------------|---------------------|
| • General Fund (100) | \$332,621.31 |
| • Emergency 911 Telephone Fund (215) | \$ 2,586.12 |
| • Fire District Fund (270) | \$ 17,451.42 |
| • 2001 SPLOST Fund (320) | \$ 0.00 |
| • 2006 SPLOST Fund (320) | \$ 12,479.43 |
| • 2012 SPLOST Fund (320) | \$112,849.95 |
| • 2018 SPLOST Fund (320) | \$180,336.77 |
| • Water Fund (505) | \$ 66,009.47 |
| • Solid Waste Fund (540) | <u>\$175,493.45</u> |
| Total for all Funds | \$899,827.92 |

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$ 899,827.92