



Houston County Board of Commissioners Meeting

Perry, Georgia

November 5, 2019

9:00 A.M.

# **HOUSTON COUNTY COMMISSIONERS MEETING**

**Perry, Georgia  
November 5, 2019  
9:00 A.M.**

## **Call to Order**

## **Turn Off Cell Phones**

**Invocation** - Commissioner Thomson

**Pledge of Allegiance** - Sgt. Alex Lumpkin, US Army (ret.)

## **Approval of Minutes from October 15, 2019**

## **New Business:**

1. Public Hearing on Special Exception Applications #2295 thru #2302 & #2304 – Commissioner Walker
2. Abandonment of Easement (Austin Tosi / Whipoorwill Drive) – Commissioner Walker
3. Personnel Request (Civil Engineer) – Commissioner Walker
4. Resolution (Defense of Individual Employees and Elected Officials) – Commissioner Walker
5. Board Appointments (Region 6 DBHDD) – Commissioner Robinson
6. Acceptance of Grants (VOCA / DA & Solicitor) – Commissioner Robinson
7. Memorandum of Understanding (Extension Office) – Commissioner Robinson
8. Memorandums of Understanding (Street Lights-Traffic Signal/Warner Robins) – Commissioner Robinson
9. Disbursement of Clothing Allowance (Sheriff Dept.) – Commissioner Thomson
10. Consultant Services Agreement (Elberta Road / R.O.W. Acquisition) – Commissioner Thomson
11. Knowles Landing Boat Ramp Lease Agreement Renewal – Commissioner Thomson
12. Participant Agreement (State Court Clerk / Official Payments Corporation) – Commissioner Thomson
13. Change Order (2019 Spot Overlay) – Commissioner McMichael
14. Annual Road Race to Benefit Central GA Alzheimer's Association - Commissioner McMichael
15. Equipment Repair Proposal (Courthouse Chiller) – Commissioner McMichael
16. Approval of Bills - Commissioner McMichael

## **Update on Court Case Management System Project**

## **Public Comments**

## **Commissioner Comments**

## **Motion for Adjournment**

**Zoning & Appeals  
Recommendation**

		<u>Vote</u>	<u>Approval</u>	<u>Denial</u>	<u>Table</u>
#2295 – Edwin & Patricia Prime	Postpartum Doula Service	Unanimous	X		
#2296 – David & Jennifer Clymer	Goat Milk Crafts	Unanimous	X		
#2297 – Alvin Beal	Pressure Washing	Unanimous	X		
#2298 – Windmill at Mossy Lake Homeowners	Pavilion	Unanimous	X		
#2299 – David & Carla Weber	Sublimation Services	Unanimous	X		
#2300 – Denise Smith	Crafts	Unanimous	X		
#2301 – Lawanda Graves-Byron	Health & Beauty Products	Unanimous	X		
#2302 – Lawanda Graves-Byron	Mobile Oil Change Service	Unanimous	X		
#2304 – Sabrina Starling	Crafts & Treats	Unanimous	X		

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

- approve
- disapprove
- table
- authorize

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

- |   |                           |
|---|---------------------------|
| #2295 – Edwin & Patricia Prime            | Postpartum Doula          |
| #2296 – David & Jennifer Clymer           | Goat Milk Crafts          |
| #2297 – Alvin Beal                        | Pressure Washing          |
| #2298 – Windmill at Mossy Lake Homeowners | Pavilion                  |
| #2299 – David & Carla Weber               | Sublimation Services      |
| #2300 – Denise Smith                      | Crafts                    |
| #2301 – Lawanda Graves-Byron              | Health & Beauty Products  |
| #2302 – Lawanda Graves-Byron              | Mobile Oil Change Service |
| #2304 – Sabrina Starling                  | Crafts & Treats           |

## Special Exception Summary

<b>Application</b>	<b>Applicant</b>	<b>Location</b>	<b>Proposed Use</b>	<b>Z &amp; A Recommendation/Comments</b>
2295	Edwin & Patricia Prime	127 Crystal Ridge Cir.	Postpartum Doula Svc.	Approved unanimously
2296	David & Jennifer Clymer	2235 Hwy. 41 N	Goat Milk Crafts	Approved unanimously, subject to compliance with Section 95.1.3 of Houston County CLDR
2297	Alvin Beal	101 Bessermer Drive	Pressure Washing	Approved unanimously, with the condition to allow the use of a 4 ft. x 8 ft. open trailer stored in the back yard
2298	Windmill at Mossy Lake Homeowners	331 Old Windmill Road	Pavillion (privately owned recreation area)	Approved unanimously
2299	David & Carla Weber	305 Loblolly Drive	Sublimation Services	Approved unanimously
2300	Denise Smith	114 Sabre Drive	Crafts	Approved unanimously
2301	Lawanda Graves-Byron	402 Spiceberry Court	Health & Beauty Products	Approved unanimously
2302	Lawanda Graves-Byron	402 Spiceberry Court	Mobile Oil Change Svc.	Approved unanimously, with the condition to allow the use of 6 ft. x 10 ft. enclosed trailer stored in the back yard
2304	Sabrina Starling	114 Belmore Drive	Crafts and Treats	Approved unanimously, subject to compliance with any state regulatory agency requirements

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~  
HOUSTON COUNTY**

Application No. 2295

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Edwin and Patricia Prime
2. Applicant's Phone Number 478-390-3070
3. Applicant's Mailing Address 127 Crystal Ridge Circle Byron, GA 31008
4. Property Description LL 58, 5<sup>th</sup> Land District of Houston County, Georgia, Lot 14, Block "B" of Crystal Ridge Subdivision, consisting of 0.40 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Postpartum Doula Services Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:  
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

9/5/19  
Date

Patricia Prime  
Applicant

Application # 2295

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: September 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

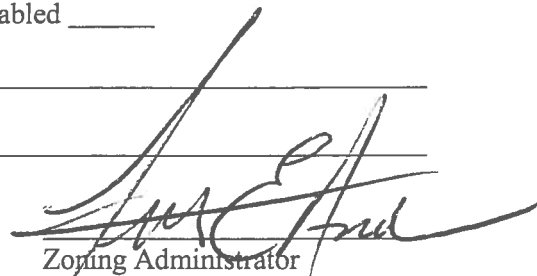
Fee Paid: \$100.00 Receipt # 41772

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

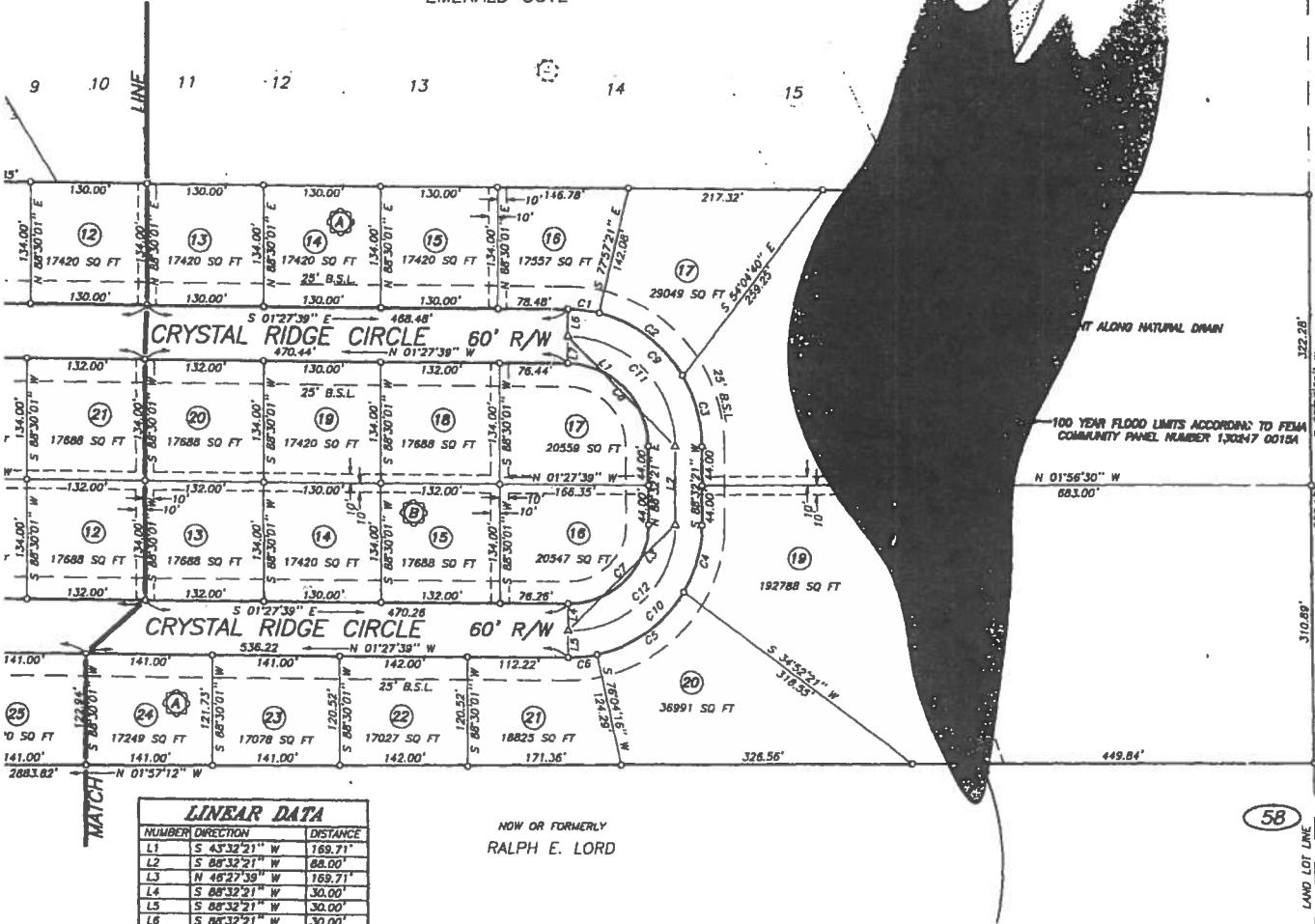
\_\_\_\_\_ Date

\_\_\_\_\_ Clerk

100 YEAR FLOOD LIMITS (DEVELOPED CONDITION)  
DATA OBTAINED FROM HOUSTON COUNTY STORMWATER  
MANAGEMENT PLAN BY U.S. ARMY CORPS OF ENGINEERS  
DATED OCTOBER, 1996.

Doc ID: 00608290002 Type: PLA  
Filed: 02/14/2003 at 11:27:03 AM  
Fee Amt: \$18.00 Page 1 of 2  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk  
BK 60 PG 80-81

SECTION NO. 3  
EMERALD COVE



LEGEND:

- 1. ● DENOTES IRON PIN FOUND.  
(3/8" REBAR UNLESS OTHERWISE NOTED)
- 2. ○ DENOTES IRON PIN SET.  
(3/8" REBAR UNLESS OTHERWISE NOTED)
- 3. △ DENOTES NAIL & CAP SET  
(CONTROL POINT)
- 4. L3 DENOTES LINE NUMBER.
- 5. C3 DENOTES CURVE NUMBER.
- 6. A DENOTES BLOCK LETTER.
- 7. 20 DENOTES LOT NUMBER.
- 8. K DENOTES EXISTING BLOCK LETTER
- 9. 6 DENOTES EXISTING LOT NUMBER.
- 10. — DENOTES CENTERLINE STREET
- 11. 97 DENOTES LAND LOT NUMBER
- 12. [Shaded Area] DENOTES 100 YEAR FLOOD LIMITS
- 13. [Symbol] DENOTES STORMWATER MANAGEMENT EASEMENT

REVISED: FEBRUARY 28, 2003 TO RESUBDIVIDE LOTS  
17, 18, 19 & 20 BLOCK "A"

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION  
OF THE LAND PLATTED AND HAS BEEN PREPARED IN CON-  
FORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS  
OF LAW.

*July M. Sealor*

FIELD WORK DONE (THIS SET) MONTH OF DECEMBER, 2002

**LINEAR DATA**

NUMBER	DIRECTION	DISTANCE
L1	S 43°32'21" W	169.71'
L2	S 88°32'21" W	88.00'
L3	N 46°27'39" W	169.71'
L4	S 88°32'21" W	30.00'
L5	S 88°32'21" W	30.00'
L6	S 88°32'21" W	30.00'
L7	S 88°32'21" W	30.00'
L8	S 38°20'41" E	49.98'
L9	N 35°23'42" E	50.02'
L10	S 38°20'41" E	49.98'
L11	N 35°23'42" E	50.02'
L12	N 88°30'01" E	328.00'

HOW OR FORMERLY  
RALPH E. LORD

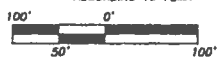
NOTES:

- 1. 42.700 ACRES IN THIS PHASE OF DEVELOPMENT.
- 2. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITY UNLESS OTHERWISE SHOWN.
- 3. MINIMUM 25' BUILDING SET BACK LINE ON ALL LOTS UNLESS OTHERWISE SHOWN.
- 4. DISTANCES ON CORNER LOTS ARE TO THE INTERSECTION OF PROJECTED STREET LINES.
- 5. 25' RADIUS ON ALL STREET CORNERS.
- 6. LOTS 17, 18, & 19 BLOCK "A" WILL REQUIRE INDIVIDUAL SITE PLANS PRIOR TO APPROVAL FOR INDIVIDUAL SEPTIC TANK SYSTEMS.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 59,857 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. EQUIPMENT USED FOR MEASUREMENT: ANGULAR: LIETZ SET 4 LINEAR: LIETZ SET 4

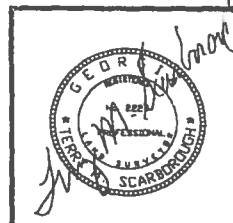
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,494,482 FEET

REVISED: FEBRUARY 19, 2003 TO ADD BLOCK "A" TO NOTE NO. 6 AND TO SHOW APPROXIMATE 100 YEAR FLOOD LIMITS ACCORDING TO FEMA



**CURVILINEAR DATA**

NUMBER	DIRECTION	RADIUS	ARC	CHORD
C1	S 05°17'59" W	150.00'	33.38'	33.27'
C2	S 34°37'51" W	150.00'	118.23'	115.20'
C3	S 72°52'22" W	150.00'	82.03'	81.01'
C4	N 76°10'57" W	150.00'	80.03'	79.08'
C5	N 37°24'40" W	150.00'	122.95'	119.54'
C6	N 07°41'41" W	150.00'	32.84'	32.58'
C7	S 48°27'39" E	90.00'	141.37'	127.28'
C8	N 43°32'21" E	90.00'	141.37'	127.28'
C9	S 43°32'21" W	150.00'	235.62'	212.13'
C10	N 48°27'39" W	150.00'	235.62'	212.13'
C11	S 43°32'21" W	120.00'	188.50'	169.71'
C12	N 48°27'39" W	120.00'	188.50'	169.71'



SUBDIVISION

**CRYSTAL RIDGE**

IN LAND LOT 58  
HOUSTON COUNTY,  
GEORGIA  
SCALE: 1" = 100'

FIFTH DISTRICT  
DECEMBER 5, 2002

**SCARBOROUGH LAND SURVEYS, INC.**  
806-B SOUTH HOUSTON LAKE ROAD  
HUNTERDON, GA. 31106 903-1491

CC-26-61

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No Signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	No clients will come to the home	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.		<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Requirements - Section 95**

	Comments	Complies	Doesn't Comply
4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. No outside storage or display is permitted.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. The home business shall not involve group instruction or group assembly of people on the premises.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6. No outside storage is allowed.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2295 filed on September 5, 2019, for a Special Exception for the real property described as follows:

**LL 58 of the 5<sup>th</sup> Land District of Houston County, Georgia, Lot 14, Block "B" of Crystal Ridge Subdivision, Consisting of 0.40 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes \_\_\_\_\_ no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE  
HOUSTON COUNTY**

Application No. 2296

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

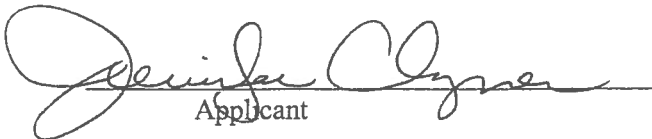
1. Name of Applicant David and Jennifer Clymer
2. Applicant's Phone Number 478-919-7781
3. Applicant's Mailing Address 2235 Hwy. 41 N Perry, GA 31069
4. Property Description LL 54, 10<sup>th</sup> Land District of Houston County, Georgia, Lot 7 and 8-C as shown on a plat of survey for James M. Steffen, consisting of 7.02 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Home Occupation  
for a Goat Milk Crafts Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:  
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

11 Sept 2019  
Date

  
Applicant

Application # 2296

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: September 11, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

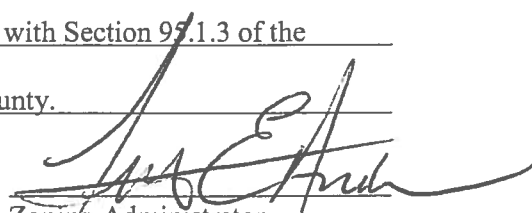
Fee Paid: \$100.00 Receipt # 41773

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously, subject to compliance with Section 95.1.3 of the  
Comprehensive Land Development Regulations for Houston County.

October 28, 2019  
Date

  
Zoning Administrator

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**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

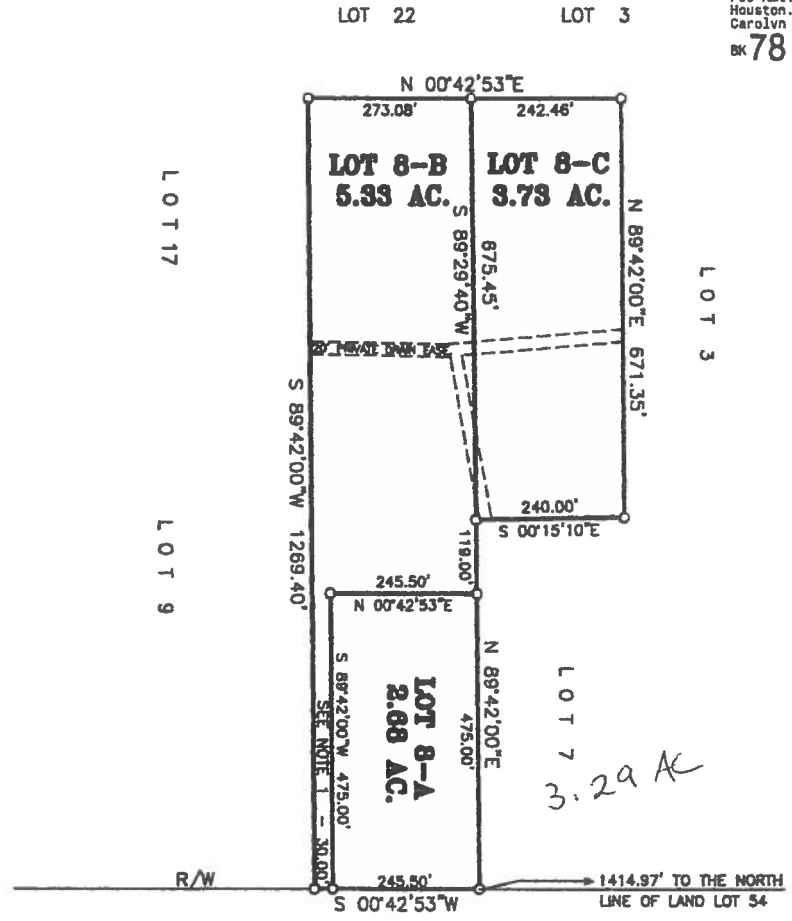
James Steffen <sup>Att</sup> <sub>and</sub> 78/58

APPROVAL OF PLAT BY HOUSTON COUNTY DOES NOT CONSTITUTE AN APPROVAL FOR DRIVEWAY PERMIT ON GA D.O.T. RIGHT-OF-WAY

NOTE: THIS PROPERTY WAS NOT SURVEYED BY THE UNDERSIGNED BUT, THIS MAP WAS COMPILED FROM DEEDS & PLATS OF RECORD, ACRES & DIMENSIONS ARE SUBJECT TO CHANGE UPON FIELD SURVEY



Doc ID: 014255420001 Type: PLT  
Recorded: 04/12/2018 at 09:15:41 AM  
Fee Amt: \$8.00 Page: 1 of 1  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk  
BK 78 Pg 58

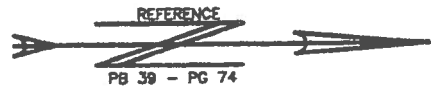


U.S. HIGHWAY 41  
100' R/W

Approved: 4/12/16  
Houston County Planning Commission  
Secretary: [Signature]

THE UNDERSIGNED DOES CERTIFY THAT THEY ARE THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED.  
4/12/16 [Signature]  
DATE

NOTE: 30'x30' ACCESS EASEMENT FOR LOT 8-A



NOTE: LOT 8-C IS AN ADDITION TO OTHER LANDS OF LOT 7

**CERTIFICATION**  
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN N/A FEET AND AN ANGULAR ERROR OF COMP. PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE  
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 31025 FEET.  
THE LINEAR AND ANGULAR MEASUREMENT SHOWN ON THIS PLAT WERE OBTAINED BY USING A TOPCON GTS-312 ELECTRONIC TOTAL STATION ON 3-25-18



PLAT FOR  
**JAMES M. STEFFEN**  
RESUBDIVISION OF LOT 8  
**RUZZA ESTATE**  
LAND LOT 54 10TH DISTRICT  
HOUSTON COUNTY, GEORGIA  
SCALE 1"=200' MARCH 29, 2016  
**JONES SURVEYING COMPANY**  
PERRY, GEORGIA (478) 987-2705

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

	Comments	Complies	Doesn't Comply
4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
5. No outside storage or display is permitted.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:			
1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home business shall not involve group instruction or group assembly of people on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. No outside storage is allowed.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.	Compliance with Section 95.1.3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2296 filed on September 11, 2019, for a Special Exception for the real property described as follows:

**LL 54 of the 10<sup>th</sup> Land District of Houston County, Georgia, Lot 7 and 8-C as shown on a plat of survey for James M. Steffen, Consisting of 7.02 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes \_\_\_\_\_ no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.



**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~  
HOUSTON COUNTY**

Application No. 2297

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

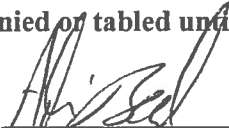
1. Name of Applicant Alvin Beal
2. Applicant's Phone Number 229-938-6372
3. Applicant's Mailing Address 101 Bessermer Drive Bonaire, GA 31005
4. Property Description LL 189, 10<sup>th</sup> Land District of Houston County, Georgia, Lot 35, Block "A", Section 2, Phase 1 of Pilgrim Rest Subdivision, consisting of 0.56 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation  
for a Pressure Washing Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
  - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

9,12,2019  
Date

  
Applicant

Application # 2297

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: September 12, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

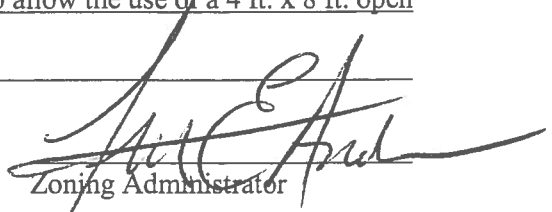
Fee Paid: \$100.00 Receipt # 41774

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously, with the condition to allow the use of a 4 ft. x 8 ft. open trailer for the business to be stored in the back yard.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

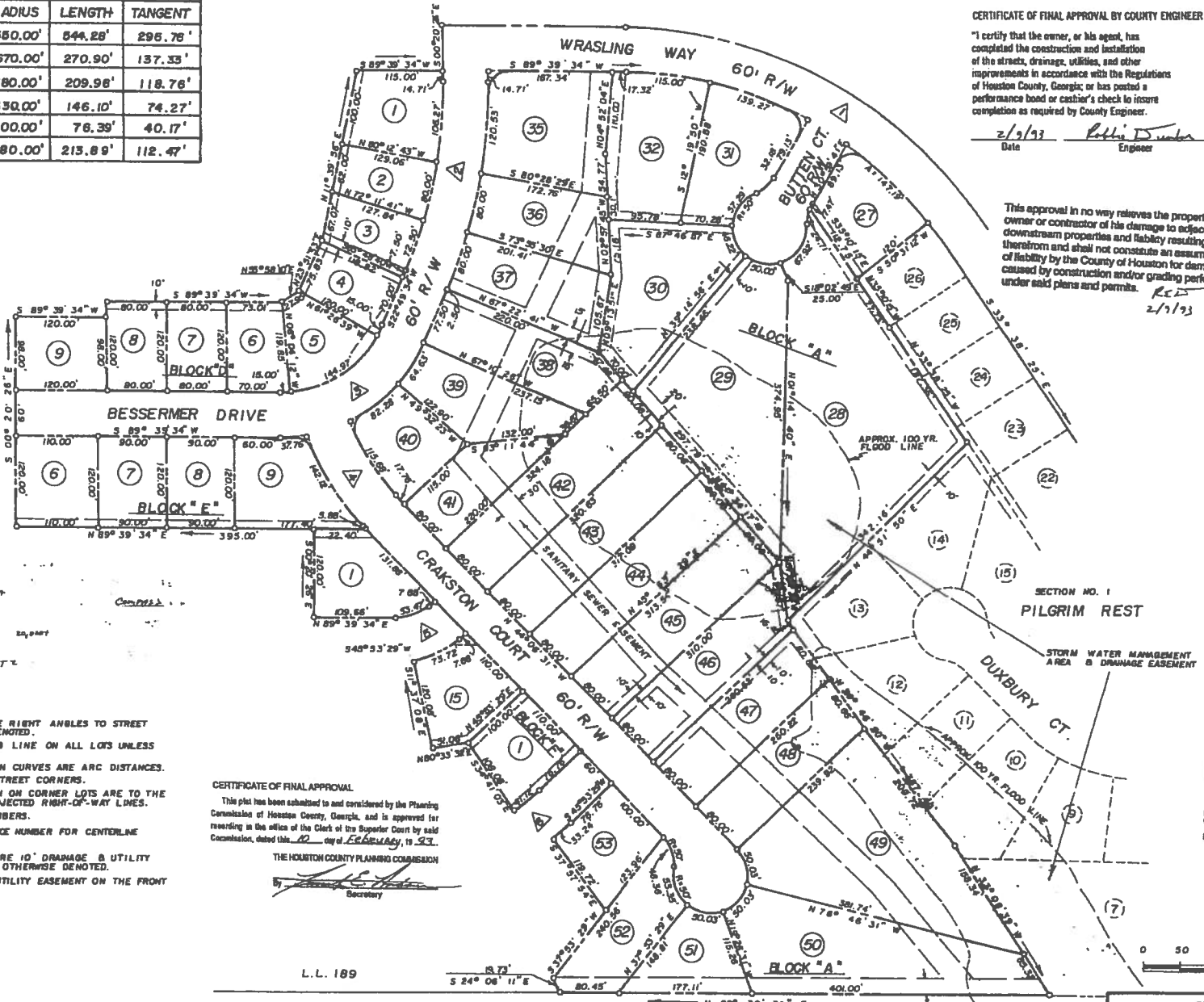
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk

C/L CURVE DATA				
CURVE NO	DELTA	RADIUS	LENGTH	TANGENT
1	86° 42' 01"	550.00'	844.28'	296.78'
2	23° 10' 00"	670.00'	270.90'	137.33'
3	66° 50' 00"	180.00'	209.98'	118.76'
4	28° 22' 00"	330.00'	146.10'	74.27'
5	43° 46' 05"	100.00'	76.39'	40.17'
6	43° 46' 05"	280.00'	213.89'	112.47'



CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

"I certify that the owner, or his agent, has completed the construction and installation of the streets, drainage, utilities, and other improvements in accordance with the Regulations of Houston County, Georgia; or has posted a performance bond or cashier's check to insure completion as required by County Engineer.

2/3/93  
Date  
R. G. Clements  
Engineer

FILED  
HOUSTON COUNTY  
1993 FEB 22 PM 2:07  
CLERK SUPERIOR COURT

This approval in no way relieves the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or grading performed under each plans and permits.

R.G.C.  
2/3/93



- NOTES:
1. ALL LOT LINES ARE RIGHT ANGLES TO STREET UNLESS OTHERWISE DENOTED.
  2. MINIMUM 25' BUILDING LINE ON ALL LOTS UNLESS OTHERWISE DENOTED.
  3. DIMENSIONS SHOWN ON CURVES ARE ARC DISTANCES.
  4. 25' RADII ON ALL STREET CORNERS.
  5. DISTANCES AS SHOWN ON CORNER LOTS ARE TO THE INTERSECTION OF PROJECTED RIGHT-OF-WAY LINES.
  6. Ⓢ DENOTES LOT NUMBERS.
  7. Ⓢ DENOTES REFERENCE NUMBER FOR CENTERLINE CURVE DATA.
  8. ALL EASEMENTS ARE 10' DRAINAGE & UTILITY EASEMENTS UNLESS OTHERWISE DENOTED.
  9. 5' MAINTENANCE & UTILITY EASEMENT ON THE FRONT OF ALL LOTS.

CERTIFICATE OF FINAL APPROVAL  
 This plat has been submitted to and considered by the Planning Commission of Houston County, Georgia, and is approved for recording in the office of the Clerk of the Superior Court by said Commission, dated this 22 day of February, 1993.

THE HOUSTON COUNTY PLANNING COMMISSION  
 Secretary



Dep ID: 00000700003 Type: PLA  
 Filed: 02/22/1993 at 02:10:00 PM  
 Fee Amt: Page 1 of 1  
 Houston Co. Clerk Superior Court  
 Carolyn V. Sullivan Clerk  
 BK 43 PG 104



SUBDIVISION PLAT  
 FOR  
 SECTION NO. 2 PHASE NO. 1  
**PILGRIM REST**  
 LAND LOT 189  
 HOUSTON COUNTY  
 JANUARY 11, 1993  
 10th DISTRICT  
 GEORGIA  
 SCALE: 1" = 100'  
**CLEMENTS SURVEYING CO., INC.**  
 1819 SOUTH HOUSTON LAKE ROAD, HUNTER DONING, GA.

REVISED: FEBRUARY 3, 1993 TO CORRECT BLOCK DESIGNATION

"The undersigned is a duly licensed Professional Engineer of the State of Georgia, and he certifies that the plat and all information contained therein are true and correct and that he is not aware of any fraud or illegality connected with this plat as shown, signed, and sealed by him."  
 Date: 2/3/93  
 R. G. Clements  
 Engineer

L.L. 189  
 L.L. 190  
 R. G. Clements  
 Surveyor

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	No customers will come to the home	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.		<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't  
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>A 4x8 utility trailer will be used for the Business</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2297 filed on **September 12, 2019**, for a **Special Exception** for the real property described as follows:

**LL 189 of the 10<sup>th</sup> Land District of Houston County, Georgia, Lot 35, Block "A", Section 2, Phase 1 of Pilgrim Rest Subdivision, Consisting of 0.56 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows:   yes \_\_\_\_\_   no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~  
HOUSTON COUNTY**

Application No. 2298

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

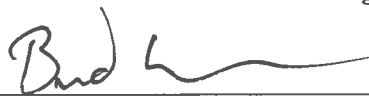
1. Name of Applicant Windmill at Mossy Lake Homeowners Association
2. Applicant's Phone Number 478-396-6402
3. Applicant's Mailing Address 331 Old Windmill Road Perry, GA 31069
4. Property Description LL 206, 10<sup>th</sup> Land District of Houston County, Georgia, Lot shown as "Common Area", Section 2 of Windmill at Mossy Lake Subdivision, consisting of 1.98 Acres
5. Existing Use Residential
6. Present Zoning District R-AG
7. Proposed Use Special Exception for a Pavillion (privately owned recreational area)
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
  - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

9-30-19  
Date

  
Applicant

Application # 2298

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: September 30, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

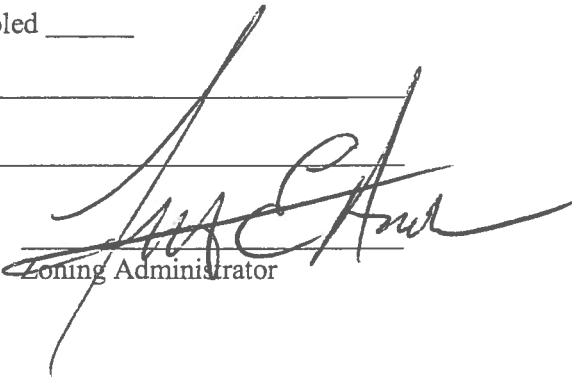
Fee Paid: \$100.00 Receipt # 41775

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk



one fee reason

MOSSY LAKE  
NORMAL POOL ELEVATION=263.50



"This approval in no way relieves the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or grading performed under said plans and permits."

I certify that the general lot layout shown on this plat has been approved by the Houston County Health Department for development with city or county water and individual sewage. Individual lot approval required for each prior to construction.

*[Signature]* 11-13-07  
Environmental Health Specialist  
Houston County Health Department

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 13 DAY OF November 2007.

THE HOUSTON COUNTY PLANNING COMMISSION  
*[Signature]*  
SECRETARY

SUREYOR'S CERTIFICATION  
"IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW AND HAS BEEN CALCULATED FOR CLOSURE BY THE CRANDALL RULE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 215,151 FEET."

*[Signature]* 11/07/07  
MICHAEL L. CLARKE GRLS No. 2885 DATE

OWNERS CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON:  
THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATED TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

11/7/07 DATE *[Signature]* OWNERS SIGNATURE

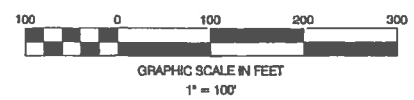
11-13-07 DATE *[Signature]* COUNTY ENGINEER

60' RADIUS TEMPORARY TURN-AROUND EASEMENT

NOTES

- 20 TOTAL LOTS IN SUBDIVISION
- 37.82 ACRES IN SUBDIVISION
- STREET RIGHTS OF-WAY ARE 60'
- DISTANCES SHOWN ON CORNER LOTS ARE TO PROJECTED STREET RIGHT OF WAY LINES
- 20' RADIIUS ON ALL STREET CORNERS
- ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED
- 50' BSL ACROSS FRONT OF ALL LOTS
- MINIMUM LOT SIZE 1.05 ACRES
- PROPERTY IS ZONED RAG
- PRIVATE SEPTIC SYSTEM TO BE INSTALLED
- COUNTY PUBLIC WATER TO BE INSTALLED
- MINIMUM LOT WIDTH 200'
- REFERENCE PLAT WINDMILL AT MOSSY LAKE BY ROBERT L. STORY DATED 06 JAN 05
- LOT ACREAGE IS CALCULATED TO THE TIE LINE

\* THE FOLLOWING LOTS ARE SUBJECT TO ADDITIONAL HEALTH DEPARTMENT REQUIREMENTS: LOTS 16, 17, AND 20 BLOCK A



Dep ID: 0080378000 Type: PL-1  
Filed: 11/14/2007 at 11:38:08 AM  
Fee Amt: \$16.00 Page: 3 of 8  
Houston, Ga. Clerk Superior Court  
Carolyn V. Sullivan Clerk  
bk 69 pg 170-171

SUBDIVISION PLAT  
FOR  
**THE WINDMILL @ MOSSY LAKE**  
SECTION 7<sup>th</sup>  
LAND LOT 200 HOUSTON COUNTY 10th DISTRICT GEORGIA

SCALE: 1"=100'  
DATE: 06 NOV 07  
DWN BY: JMR  
DWG: 07-189-C1

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR  
MICHAEL L. CLARKE

STORY CLARKE & ASSOCIATES  
LAND SURVEYING  
LAND PLANNING  
LANDSCAPE ARCHITECTURE

251 CARL VINSON PKWY WARNER BORDS, GA. 31091  
TEL: 478.922.7724 FAX: 478.922.3434

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2298 filed on **September 30, 2019**, for a **Special Exception** for the real property described as follows:

**LL 206 of the 10<sup>th</sup> Land District of Houston County, Georgia, Lot shown as "Common Area", Section 2 of Windmill at Mossy Lake Subdivision, Consisting of 1.98 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows:   yes \_\_\_\_\_   no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE  
HOUSTON COUNTY**

Application No. 2299

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

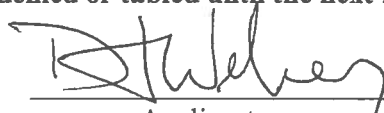
1. Name of Applicant David and Carla Weber
2. Applicant's Phone Number 937-271-2509
3. Applicant's Mailing Address 305 Loblolly Drive Bonaire, GA 31005
4. Property Description LL 42, 11<sup>th</sup> Land District of Houston County, Georgia, Lot 18, Block "D", Section 2, Phase 1 of Olde Hickory Village Subdivision, consisting of 0.40 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation  
for a Sublimation Services Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
  - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

9/30/19  
Date

  
Applicant

Application # 2299

**For Official Use Only**  
(Zoning and Appeals Commission)

**Houston County Zoning and Appeals Commission**

Date Filed: September 30, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

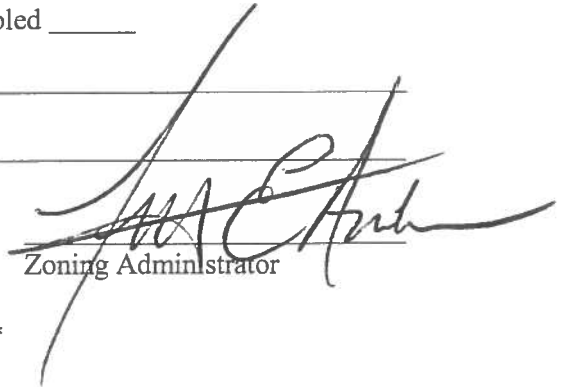
Fee Paid: \$100.00 Receipt # 41777

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only**  
(Houston County Board of Commission)

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk

OWNER'S CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON, THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS OR PARKS.

9-14-05 DATE [Signature] OWNER'S SIGNATURE

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH COUNTY WATER AND INDIVIDUAL SEWAGE INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

9-02-05 DATE [Signature] ENVIRONMENTAL HEALTH SPECIALIST HOUSTON COUNTY HEALTH DEPARTMENT

I CERTIFY THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR CASHERS CHECK IN LIEU THEREOF.

9-12-05 DATE [Signature] COUNTY ENGINEER

CERTIFICATE OF FINAL APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 12 DAY OF SEPTEMBER, 2005.

THE HOUSTON COUNTY PLANNING COMMISSION

NOTES

- 1. 80 LOTS IN SUBDIVISION
2. 24.50 ACRES IN SUBDIVISION
3. STREET RIGHTS OF WAY ARE 60'
4. DISTANCES SHOWN ON CORNER LOTS ARE TO PROJECTED STREET RIGHT OF WAY LINES
5. 20' RADIUS ON ALL STREET CORNERS
6. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED

N.O.F. WATSON

N.O.F. GREENE

This approval in no way releases the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or grading performed under said plans and permits. 9-12-05

CURVILINEAR TABLE

Table with 4 columns: NUMBER, CD, Rad', Arc', Chord'. Lists curve data for lots C01 through C27.

CENTERLINE CURVE TABLE

Table with 4 columns: NUMBER, CD, Rad', Arc', Chord'. Lists curve data for lots C28 through C31.

CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET AND AN ANGULAR ERROR OF 5 PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 448,374 FEET.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY USING A TOPOCON GTS-210 AND 100' TAPE.

Table with 4 columns: NUMBER, CD, Rad', Arc', Chord'. Lists curve data for lots C27 through C31.

Doc ID: 03705568202 Type: PLT Filed: 09/14/2005 at 02:48:04 PM Fee Amt: \$4.00 Page: 1 of 5 Houston, Ga. Clerk Superior Court Darolyn V. Sullivan Clerk

bk 65 pg 168-169



GRAPHIC SCALE IN FEET 1" = 100'



LOTS 12 AND 18-27 BLOCK A ARE NOT A BUILDABLE LOT AT THIS TIME. AN ON-SITE SEWAGE SYSTEM MAY NOT BE FEASIBLE. ADDITIONAL SOIL INVESTIGATION, SITE MODIFICATION, AND/OR SITE PLANS WILL BE REQUIRED.

65/168-169

REVIEWED: 18 AUG 2008 FOR INSPECTION APPROVAL BY THE HOUSTON COUNTY ENGINEERING DEPT. 24 AUG 2008 TO CHANGE OLDE HICKORY CT TO SPICEBERRY CT.

FINAL PLAT

Olde Hickory Village

SECTION "2" PHASE "1" LAND LOT 43 HOUSTON COUNTY 11th DISTRICT GEORGIA

SCALE: 1"=100' DATE: 28 JUL 05 DWN BY: AJC DWG: 05-188-C1



233 CARL VINSON PKWY WARNER ROBINS, GA. 31808 TEL: 478.922.7724 FAX: 478.922.3409

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No Signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2299 filed on **September 30, 2019**, for a **Special Exception** for the real property described as follows:

**LL 42 of the 11<sup>th</sup> Land District of Houston County, Georgia, Lot 18, Block "D", Section 2, Phase 1 of Olde Hickory Village Subdivision, Consisting of 0.40 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes \_\_\_\_\_ no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.



**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/VARIANCE  
HOUSTON COUNTY**

Application No. 2300

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Denise Smith
2. Applicant's Phone Number 478-997-0177
3. Applicant's Mailing Address 114 Sabre Drive Bonaire, GA 31005
4. Property Description LL 74, 11<sup>th</sup> Land District of Houston County, Georgia, Lot 21, Block "A", Section 1, Phase 2B of Southfield Plantation Subdivision, consisting of 1.72 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation  
for a Crafts Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:  
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

30 Sep 19  
Date

  
Applicant

Application # 2300

**For Official Use Only**  
**(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: September 30, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

Fee Paid: \$100.00 Receipt # 41778

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only**  
**(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk

47/34

WARRANTY & DEDICATION

THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGES THIS PLAN AND ALLOTMENT TO BE HIS FREE ACT AND DEED, AND DEDICATES TO PUBLIC USE...

6-9-95 DATE [Signature] OWNER'S COUNTY SIGNATURE

FILED HOUSTON COUNTY 1995 JUL 15 AM 11:11

CLERK SUPERIOR COURT

Doc ID: 00981870001 Type: PLA Filed: 06/19/1995 at 11:11:00 AM Fee Amt: Page 1 of 3 Houston Co. Clerk Superior Court Carolyn V. Sullivan Clerk BK 47 PG 34

Table with 4 columns: NUMBER, BEARING, RADIUS, ARC, CHORD. Lists lot numbers C1 through C22 with their respective measurements.

CERTIFICATE OF FINAL APPROVAL

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 11 DAY OF JULY, 1995.

THE HOUSTON COUNTY PLANNING COMMISSION BY [Signature] SECRETARY

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

I CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR COVENANTS CHECK TO INSURE COMPLETION AS REQUIRED BY COUNTY ENGINEER.

5-11-95 DATE [Signature] ENGINEER

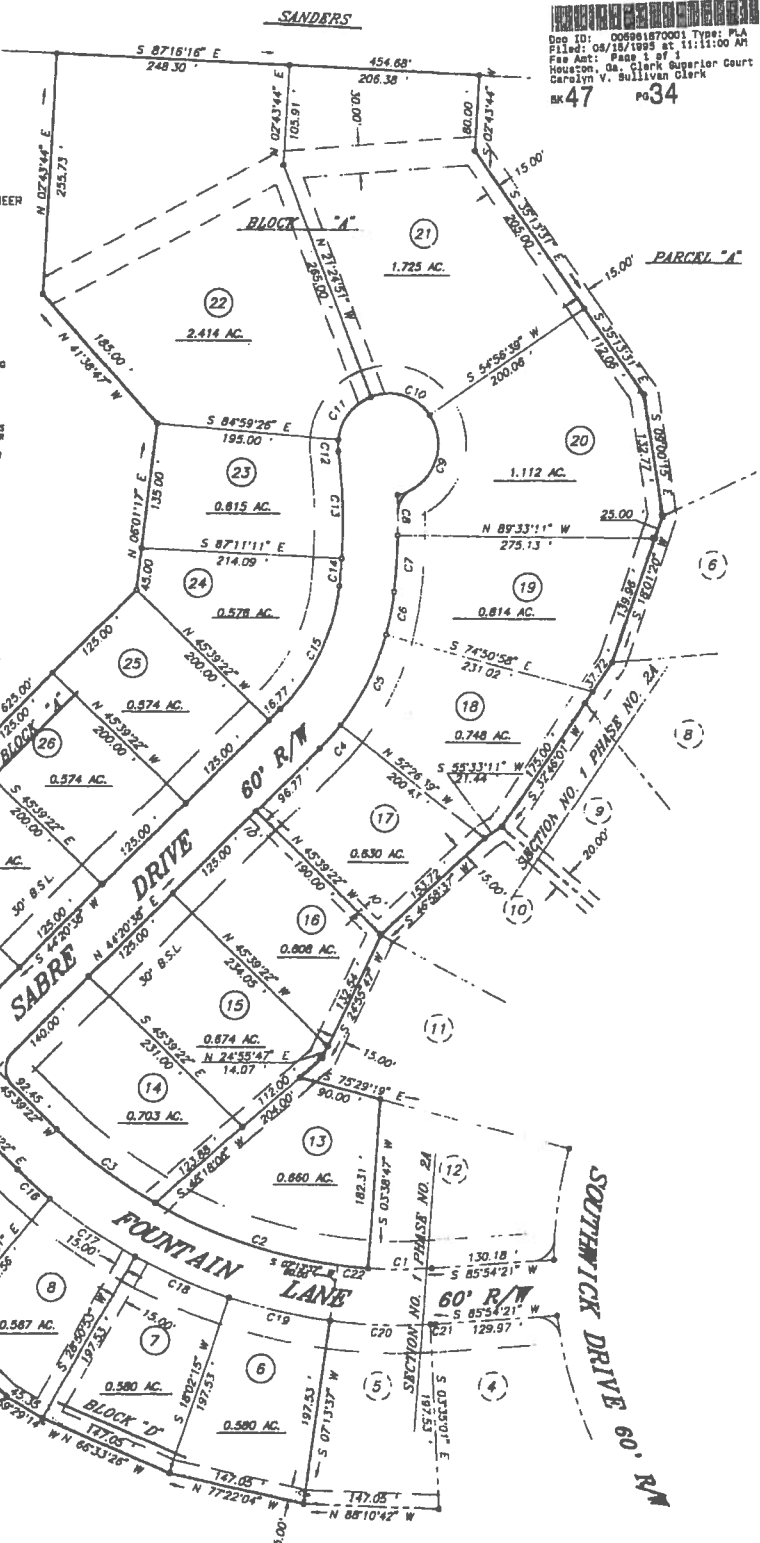
THIS APPROVAL IN NO WAY RELIEVES THE PROPERTY OWNER OR CONSTRUCTOR OF HIS DUTY TO ADJUST AND MAINTAIN COMMERCIAL PROPERTIES AND LIABILITY THEREFROM AND SHALL NOT CONSTITUTE AN ASSUMPTION OF LIABILITY BY THE COUNTY OF HOUSTON FOR DAMAGES CAUSED BY CONSTRUCTION AND/OR GRADING PERFORMED UNDER SAID PLANS AND PERMITS.

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAN HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH THE CITY OR COUNTY WATER AND SEWERAGE SERVICE. INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

5-11-95 DATE [Signature] ENVIRONMENTAL HEALTH SPECIALIST HOUSTON COUNTY HEALTH DEPARTMENT

FUTURE DEVELOPMENT CROWN DEVELOPERS, INC.

FUTURE DEVELOPMENT CROWN DEVELOPERS, INC.



LEGEND :

- 1. • DENOTES IRON PIN FOUND
2. ○ DENOTES IRON PIN SET
3. C5 DENOTES CURVILINEAR LOT DESIGNATOR.

NOTES:

- 1. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITY UNLESS OTHERWISE SHOWN.
2. MINIMUM 30' BUILDING SET BACK LINE ON ALL LOTS.
3. DISTANCES ON CORNER LOTS ARE TO THE INTERSECTION OF PROJECTED STREET LINES.
4. 18.711 ACRES IN THIS PHASE OF DEVELOPMENT.
5. 25' RADIUS ON ALL STREET CORNERS.
6. SOILS REPORT REQUIRED AT TIME OF PERMIT APPLICATION TO HEALTH DEPARTMENT.

NOTE: THIS PLAT RECORDED IN PLAT BOOK 47 PAGE 34.

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSEST PRECISION OF ONE FOOT IN 21,404 FEET AND AN ANGULAR ERROR OF ONE PER HUNDRED POINT AND HAS ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED FOR MEASUREMENT: PROGRAM: LEITZ SET 4; LINEAR: LEITZ SET 4

THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 318,422 FEET

IN MY OPINION THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

[Signature] Surveyor



Subdivision information: SOUTHFIELD PLANTATION, SECTION NO. 1 PHASE NO 2B, IN LAND LOT 74, HOUSTON COUNTY, GEORGIA, SCALE: 1" = 100', ELEVENTH DISTRICT, MAY 9, 1995, SCARBOROUGH LAND SURVEYS, INC., P.O. BOX 8185 WARNER ROBINS, GA. 303-1491

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't  
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2300 filed on September 30, 2019, for a Special Exception for the real property described as follows:

**LL 74 of the 11<sup>th</sup> Land District of Houston County, Georgia, Lot 21, Block "A", Section 1, Phase 2B of Southfield Plantation Subdivision, Consisting of 1.72 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes \_\_\_\_\_ no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR ~~RE-ZONING/SPECIAL EXCEPTION/VARIANCE~~  
HOUSTON COUNTY**

Application No. 2301

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

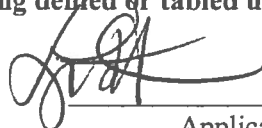
1. Name of Applicant Lawanda Graves-Byron
2. Applicant's Phone Number 404-641-2442
3. Applicant's Mailing Address 402 Spiceberry Court Bonaire, GA 31005
4. Property Description LL 42, 11<sup>th</sup> Land District of Houston County, Georgia, Lot 9, Block "A", Section 2, Phase 1 of Olde Hickory Village Subdivision, consisting of 0.45 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Health & Beauty Products Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:  
A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

10/2/19  
Date

  
Applicant

Application # 2301

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: October 2, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

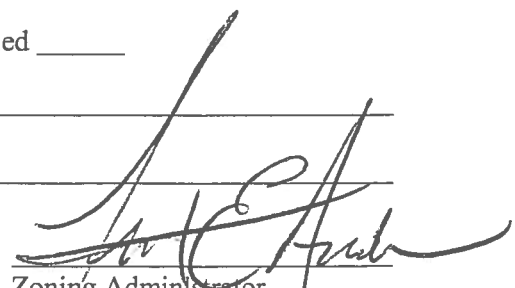
Fee Paid: \$100.00 Receipt # 41779

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk



65/168-169

OWNER'S CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON. THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGES THIS PLAN AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAN AS STREETS, ALLEYS, EASEMENTS OR PARKS.

9-14-05 DATE

OWNER'S SIGNATURE

I CERTIFY THAT THE GENERAL LAYOUT SHOWN ON THIS PLAN HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH COUNTY WATER AND INDIVIDUAL SEWERAGE. INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

9-02-05 DATE

ENVIRONMENTAL HEALTH SPECIALIST HOUSTON COUNTY HEALTH DEPARTMENT

I CERTIFY THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR CASHIERS CHECK IN LIEU THEREOF.

9-12-05 DATE

COUNTY ENGINEER

CERTIFICATE OF FINAL APPROVAL

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 12 DAY OF September, 2005

THE HOUSTON COUNTY PLANNING COMMISSION

NOTES

- 1. 88 LOTS IN SUBDIVISION
2. 64.80 ACRES IN SUBDIVISION
3. STREET RIGHTS OF WAY ARE 60'
4. DISTANCES SHOWN ON CORNER LOTS ARE TO PROJECTED STREET RIGHT OF WAY LINES
5. 20' PADDS ON ALL STREET CORNERS
6. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED

N.O.F. WATSON

N.O.F. GREENE

This approval in no way relieves the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damage caused by construction and/or grading performed under said plans and permits.

9-12-05

APPROXIMATE 100 FLOOD PLAN

CENTERLINE CURVE TABLE

Table with 4 columns: NUMBER, CD, Rad', and Chord'. Contains 4 rows of curve data.

CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28000 FEET AND AN ANGULAR ERROR OF 0' PER ANGLE POINT, AND WAS ADJUSTED USING THE CRANDALL RULE.

THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 448,674 FEET.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAN WERE OBTAINED BY USING A TOPOCON GTS-313 AND 100 TAPE.

Table with 4 columns: NUMBER, CD, Rad', and Chord'. Contains 4 rows of curve data.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAN WERE OBTAINED BY USING A TOPOCON GTS-313 AND 100 TAPE.

65 168-169

CURVILINEAR TABLE with 4 columns: NUMBER, CD, Rad', and Chord'. Contains 28 rows of curve data.

Table with 4 columns: NUMBER, CD, Rad', and Chord'. Contains 18 rows of curve data.



LOTS 12 AND 16-17 BLOCK A ARE NOT A BUILDABLE LOT AT THIS TIME. AN ON-SITE SEWAGE SYSTEM MAY NOT BE FEASIBLE. ADDITIONAL SOIL INVESTIGATION, SITE MODIFICATION, AND/OR SITE PLANS WILL BE REQUIRED.

N.O.F. MORRISON

N.O.F. GRAMMAR

N.O.F. ELMORE

N.O.F. FARR

N.O.F. GREENE

REVISED: 12 AUG 2005 FOR INSPECTION APPROVAL BY THE HOUSTON COUNTY ENGINEERING DEPT.
26 AUG 2005 TO CHANGE OLDE HICKORY CT TO SPICEBERRY CT.

FINAL PLAN

Olde Hickory Village

SECTION "2" PHASE "A"
LAND LOT 42 HOUSTON COUNTY 11th DISTRICT GEORGIA

SCALE: 1"=100'
DATE: 28 JUL 05
DWN BY: AJC
DWG: 05-168-C1



233 CARL VINSON PKWY WAINWATER BOARDS, GA. 30086
TEL: 478.522.7774 FAX: 478.522.3489

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	N/A	<input type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't  
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2301 filed on **October 2, 2019**, for a **Special Exception** for the real property described as follows:

**LL 42 of the 11<sup>th</sup> Land District of Houston County, Georgia, Lot 9, Block "A", Section 2, Phase 1 of Olde Hickory Village Subdivision, Consisting of 0.45 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows:   yes \_\_\_\_\_   no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR RE-ZONING/SPECIAL EXCEPTION/VARIANCE  
HOUSTON COUNTY**

Application No. 2302

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

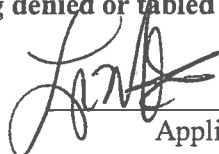
1. Name of Applicant Lawanda Graves-Byron
2. Applicant's Phone Number 404-641-2442
3. Applicant's Mailing Address 402 Spiceberry Court Bonaire, GA 31005
4. Property Description LL 42, 11<sup>th</sup> Land District of Houston County, Georgia, Lot 9, Block "A", Section 2, Phase 1 of Olde Hickory Village Subdivision, consisting of 0.45 Acres
5. Existing Use Residential
6. Present Zoning District R-1
7. Proposed Use Special Exception for a Home Occupation for a Mobile Oil Change Service Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
  - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

10/2/19  
Date

  
Applicant

Application # 2302

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: October 2, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

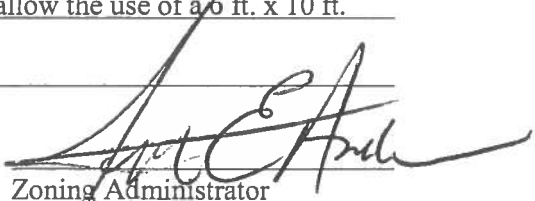
Fee Paid: \$100.00 Receipt # 41779

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously, with the condition to allow the use of a 6 ft. x 10 ft. enclosed trailer for the business to be stored in the back yard.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

65/168-169

OWNER'S CERTIFICATION

STATE OF GEORGIA, COUNTY OF HOUSTON. THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATED TO PUBLIC USE...

9-14-05 DATE

OWNER'S SIGNATURE

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAT HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT FOR DEVELOPMENT WITH COUNTY WATER AND SEWERAGE INDIVIDUAL LOT AFFORDAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

9-03-05 DATE

ENVIRONMENTAL HEALTH SPECIALIST HOUSTON COUNTY HEALTH DEPARTMENT

I CERTIFY THE OWNER OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR CASHIERS CHECK IN LIEU THEREOF.

9-12-05 DATE

COUNTY ENGINEER

CERTIFICATE OF FINAL APPROVAL

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION, DATED THIS 12 DAY OF September, 2005

THE HOUSTON COUNTY PLANNING COMMISSION

NOTES

- 1. 66 LOTS IN SUBDIVISION
2. 6.430 ACRES IN SUBDIVISION
3. STREET WIDTHS OF LOTS ARE BY
4. DISTANCES SHOWN ON CORNER LOTS ARE TO PROJECTED STREET RIGHT OF WAY LINES
5. 30' RADII ON ALL STREET CORNERS
6. ALL EASEMENTS ARE FOR DRAINAGE AND UTILITIES UNLESS OTHERWISE ANNOTATED

N.O.F. WATSON

N.O.F. GREENE

N.O.F. GREENE

This approval in no way relieves the property owner or contractor of his damage to adjacent and downstream properties and liability resulting therefrom and shall not constitute an assumption of liability by the County of Houston for damages caused by construction and/or grading performed under said plans and permits.

9-12-05

APPROXIMATE 100 FLOOD PLAIN

CENTERLINE CURVE TABLE

Table with columns: NUMBER, CD, Rad', Ang', Chord'. Contains data for curves C26 through C30.

CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 6000 FEET AND AN ANGULAR ERROR OF 1" PER ANGULAR POINT, AND WAS OBTAINED USING THE CRANALL RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 4400.0 FEET.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY USING A TOPOCON GTS-813 AND 100 TAP.

Table with columns: NUMBER, CD, Rad', Ang', Chord'. Contains data for curves C31 through C35.

65 168-169

CURVILINEAR TABLE

Table with columns: NUMBER, CD, Rad', Ang', Chord'. Contains data for curves C1 through C31.

Table with columns: NUMBER, CD, Rad', Ang', Chord'. Contains data for curves C32 through C52.



LOTS 12 AND 16-17 BLOCK A ARE NOT A BUILDABLE LOT AT THIS TIME. AN ON-SITE SEWAGE SYSTEM MAY NOT BE FEASIBLE. ADDITIONAL SOIL INVESTIGATION, SITE MODIFICATION, AND/OR SITE PLANS WILL BE REQUIRED.

N.O.F. MORRISON

N.O.F. GRAMMAR

N.O.F. ELMORE

N.O.F. FARR

REVISED: 28 AUG 2005 FOR INSPECTION APPROVAL BY THE HOUSTON COUNTY ENGINEERING DEPT.
24 AUG 2005 TO CHANGE OLDE HICKORY CT SPICEBERRY CT.

FINAL PLAT

Olde Hickory Village

SECTION "2" PHASE "1"
LAND LOT 42 HOUSTON COUNTY 11th DISTRICT GEORGIA

SCALE: 1"=100'

DATE: 28 JUL 05

DWN BY: AJC

DWG: 05-168-C1



231 CARL VONSON PKWY WARNER ROBINS, GA. 30086
TEL: 478.922.7734 FAX: 478.922.3409

SHEET 1 OF 2

Requirements - Section 95	Comments	Complies	Doesn't Comply
1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.	No signage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.	No customers will come to the home	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.		<input checked="" type="checkbox"/>	<input type="checkbox"/>



**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't  
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>A 6x10ft enclosed trailer will be used for the business</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2302 filed on **October 2, 2019**, for a **Special Exception** for the real property described as follows:

**LL 42 of the 11<sup>th</sup> Land District of Houston County, Georgia, Lot 9, Block "A", Section 2, Phase 1 of Olde Hickory Village Subdivision, Consisting of 0.45 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows:   yes \_\_\_\_\_   no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

- \_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.  
**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.  
**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.  
**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.

**APPLICATION FOR ~~RE-ZONING~~/SPECIAL EXCEPTION/~~VARIANCE~~  
HOUSTON COUNTY**

Application No. 2304

The undersigned owner(s) of the following legally described property hereby request the consideration of change in zoning district classification or use as specified below:

1. Name of Applicant Sabrina Starling
2. Applicant's Phone Number 478-832-4771
3. Applicant's Mailing Address 114 Belmore Drive Byron, GA 31008
4. Property Description LL 59, 5<sup>th</sup> Land District of Houston County, Georgia, Lot 2, Block "K", Section 6, Phase 1 of Bradford Subdivision, consisting of 0.39 Acres
5. Existing Use Residential
6. Present Zoning District R-MH
7. Proposed Use Special Exception for a Home Occupation for a Crafts and Treats Business
8. Proposed Zoning District Same
9. Supporting Information: Attach the following item to the application:
  - A. Surveyed plat of the property and easements.
10. The following disclosure is required of the applicant(s) by Section 36-67A-3 of the O.C.G.A. This information is for disclosure purposes only and does not disqualify the petition.

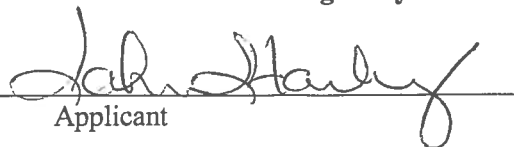
Within the past two years, have you made either campaign contributions totaling \$250 or more and/or given gifts having a value of \$250 or more to a local government official who will be responsible for making a decision on this application? Yes ( ) No ( X ). If yes, then complete Form "A" attached and return within ten (10) days after filing this application for rezoning.

- A) The name(s) of the local government official(s) to whom a cash contribution or gift was made;
- B) The dollar amount(s) and date(s) of each campaign contribution made by the applicant to each local government official during the two years immediately preceding the filing of this application; and
- C) An enumeration and description of each gift having a value of \$250 or more made by the applicant to any local government official within the past two years.

**Note: The applicant or his/her Agent should be present at the meeting in order to address any concerns that may be generated by the Board or General Public. Failure to be present may result in the applicant's request being denied or tabled until the next regularly scheduled meeting.**

10-2-19

Date

  
Applicant

Application # 2304

**For Official Use Only  
(Zoning and Appeals Commission)**

**Houston County Zoning and Appeals Commission**

Date Filed: October 2, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Notice being posted on the property: October 11, 2019

\*\*\*\*\*

Date of Public Hearing: October 28, 2019

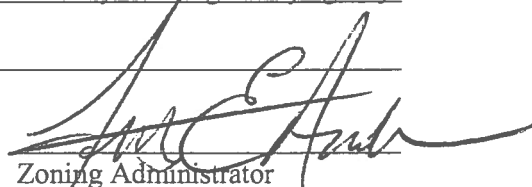
Fee Paid: \$100.00 Receipt # 41781

Recommendation of Board of Zoning & Appeals:

Approval X Denial \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: Approved unanimously, subject to compliance with any state regulatory agency requirements.

October 28, 2019  
Date

  
Zoning Administrator

\*\*\*\*\*

**For Official Use Only  
(Houston County Board of Commission)**

Date of Recommendation Received: November 5, 2019

Date of Notice in Newspaper: October 9 & 16, 2019

Date of Public Hearing: November 5, 2019

Action by Houston County Commissioners:

Approval \_\_\_\_\_ Denied \_\_\_\_\_ Tabled \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Clerk

NOTES :

1. ALL EASEMENTS ARE FOR DRAINAGE UNLESS OTHERWISE SHOWN.
2. MINIMUM 25' BUILDING SET BACK LINE ON ALL LOTS.
3. DISTANCES ON CORNER LOTS ARE TO THE INTERSECTION OF PROJECTED STREET LINES.
4. 13.140 ACRES IN THIS PHASE OF DEVELOPMENT.
5. 25' RADII ON ALL STREET CORNERS.
6. LOT LINES ARE AT RIGHT ANGLES TO STREET LINES UNLESS OTHERWISE SHOWN.

FILED  
HOUSTON COUNTY  
'00 FEB -7 AM 9:06  
CLERK SUPERIOR COURT

OWNERSHIP & DESCRIPTION

THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAN AND ACKNOWLEDGES THIS PLAN AND AGREEMENT TO BE HIS FREE ACT AND DEED AND RESPECTS TO THE PUBLIC USE NUMBER ALL AREAS SHOWN ON THIS PLAN AS EASEMENTS, OR PARTS, EASEMENTS, OR PARTS.

1-31-09  
DATE  
OWNER'S OF ADJACENT SURROUND

CERTIFICATE OF FINAL APPROVAL

THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF HOUSTON COUNTY, GEORGIA, AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT BY SAID COMMISSION DATED THIS 7 DAY OF FEBRUARY, 2009.

THE HOUSTON COUNTY PLANNING COMMISSION

*[Signature]*  
SECRETARY

CERTIFICATE OF FINAL APPROVAL BY COUNTY ENGINEER

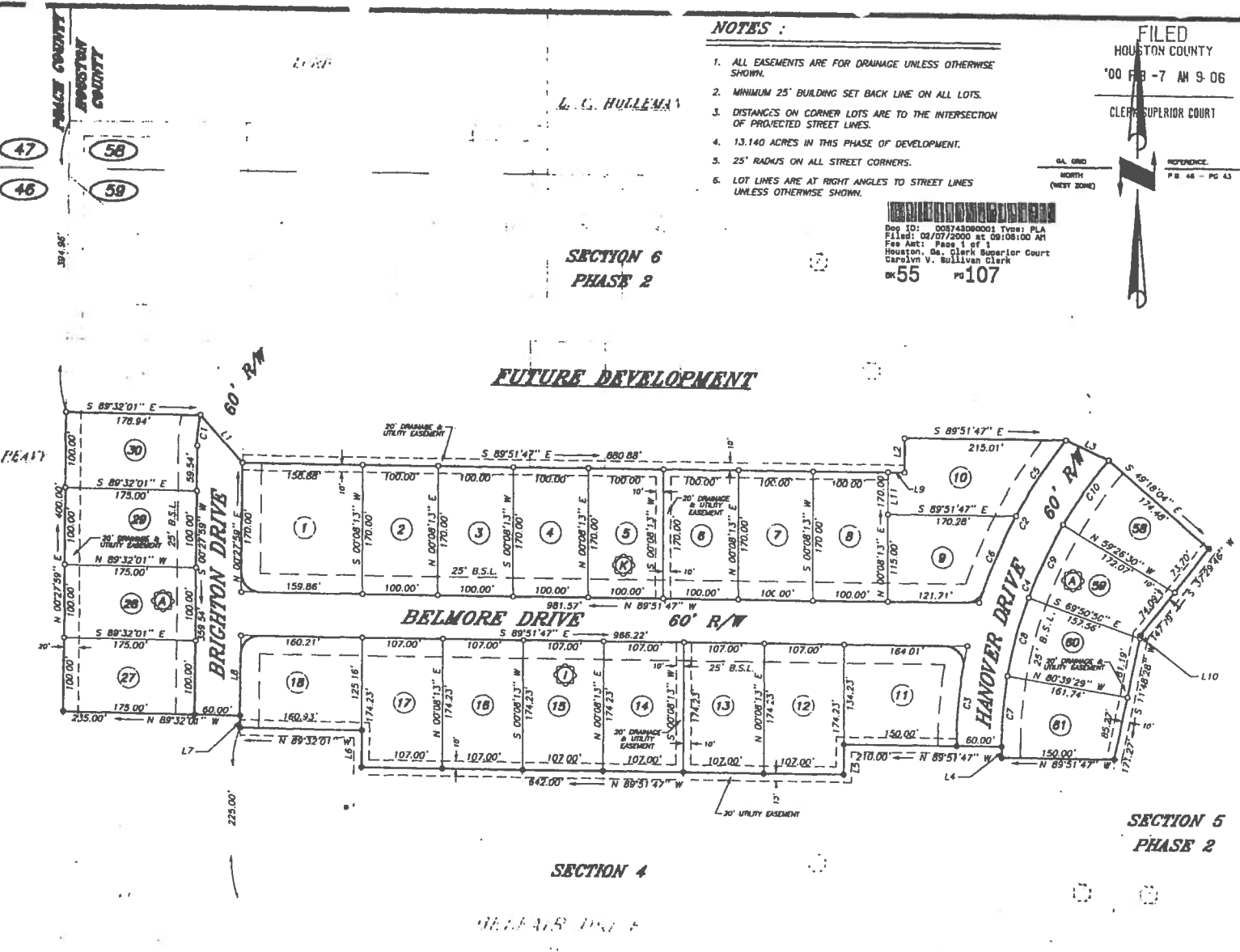
I CERTIFY THAT THE OWNER OF HIS AGENT HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE UTILITIES AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATIONS OF HOUSTON COUNTY, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OR CASH-BID'S BOND TO INSURE COMPLETION AS REQUIRED BY COUNTY ORDINANCE.

2/4/09  
DATE  
OWNER

THIS APPROVAL IN NO WAY HELD THE PROPERTY OWNER OR CONTRACTOR OF HIS DAMAGE TO ADJACENT AND DISSEMINATED PROPERTIES AND LIABILITY RESULTING THEREFROM AND SHALL NOT CONSTITUTE AN ASSUMPTION OF LIABILITY BY THE COUNTY OF HOUSTON FOR DAMAGES CAUSED BY CONSTRUCTION OR OTHERWISE PERFORMED UNDER SAID PLANS AND PERMITS.

I CERTIFY THAT THE GENERAL LOT LAYOUT SHOWN ON THIS PLAN HAS BEEN APPROVED BY THE HOUSTON COUNTY HEALTH DEPARTMENT WITH DEVELOPMENT WITH THE CITY OR COUNTY WATER AND SEWERAGE SERVICE INDIVIDUAL LOT APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.

*[Signature]*  
DATE  
HOUSTON COUNTY HEALTH DEPARTMENT



SECTION 6  
PHASE 2

FUTURE DEVELOPMENT

BELMORE DRIVE 60' R/W

SECTION 5  
PHASE 2

SECTION 4

LOT TABLE

LOT	50 FT	ACRES
10 K	19151	0.440
9 K	18539	0.380
8 K	17000	0.390
7 K	17000	0.390
6 K	17000	0.390
5 K	17000	0.390
4 K	17000	0.390
3 K	17000	0.390
2 K	17000	0.390
1 K	27092	0.623
18 I	20025	0.460
17 I	18643	0.428
16 I	18643	0.428
15 I	18643	0.428
14 I	18643	0.428
13 I	18643	0.428
12 I	18643	0.428
11 I	20759	0.477
61 A	15270	0.351
60 A	15472	0.355
59 A	13211	0.349
58 A	15517	0.356
30 A	17553	0.403
29 A	17500	0.402
28 A	17500	0.402
27 A	17500	0.402

**CURVILINEAR DATA**

No.	RADIUS	DIRECTION	CHORD	ARC
C1	210.00	N 08°01'18" E	40.65	40.72
C2	850.00	S 28°20'24" W	243.96	245.42
C3	850.00	S 08°05'45" W	134.96	135.20
C4	580.00	N 20°25'05" E	408.02	417.69
C5	850.00	S 33°51'02" W	120.22	120.39
C6	850.00	S 23°02'02" W	124.84	125.03
C7	580.00	N 04°44'22" E	94.69	94.79
C8	580.00	N 14°44'50" E	111.16	111.32
C9	580.00	N 25°21'20" E	107.00	107.15
C10	580.00	N 35°37'43" E	104.29	104.42

**LINE DATA**

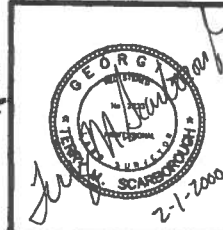
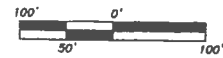
No.	DIRECTION	DISTANCE
L1	S 41°58'01" E	83.09'
L2	N 00°08'13" E	45.00'
L3	S 65°37'07" E	62.27'
L4	N 00°08'13" E	15.00'
L5	S 00°08'13" W	40.00'
L6	N 00°08'13" E	48.07'
L7	N 00°27'59" E	15.57'
L8	N 00°27'59" E	108.67'
L9	S 89°51'47" E	22.00'
L10	S 11°48'28" W	4.81'
L11	N 00°08'13" E	55.00'

LEGEND :

1. ● DENOTES IRON PIN FOUND
2. ○ DENOTES IRON PIN SET.
3. C5 DENOTES CURVILINEAR LOT DESIGNATOR.
4. L4 DENOTES LINE NUMBER.
5. (E) DENOTES BLOCK LETTER.
6. (20) DENOTES LOT NUMBER
7. (58) DENOTES LAND LOT NUMBER

IN MY OPINION THIS PLAN IS A CORRECT REPRESENTATION OF THE LAND PLATED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

*[Signature]*



EQUIPMENT USED FOR MEASUREMENT:  
ANIMAP LRT2 SET 3  
LINEAR LRT2 SET 3

THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 425,987 FEET.

SURVEY FOR

**BRADFORD**

**SECTION 6 PHASE 1**

IN LAND LOT 59, HOUSTON COUNTY, GEORGIA. SCALE: 1" = 100'

FIFTH DISTRICT GEORGIA JANUARY 4, 2009

**SCHROEDER LAND SURVEYS, INC.**  
286-B SOUTH HOUSTON LAKE ROAD  
HOUSTON, GEORGIA 31307 843-1181

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't Comply**

<p>1. The applicant must be the owner of the property on which the home occupation is to be located, or must have written approval of the owner of the property if the applicant is a tenant.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. The home occupations shall be operated only by the members of the family residing on the premises and no article or service shall be sold or offered for sale except as may be produced by the members of the immediate family residing on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home occupation shall be restricted to the main building only and shall not occupy more than twenty-five (25%) percent of the floor area within said building.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise, vibration, electrical disturbance, or radio-activity or other condition that will be a nuisance to the surrounding area.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. Any business sign placed on the premises shall not be larger than two (2) square feet in sign area, unlighted and fixed to the wall of the principal dwelling.</p>	<p><i>No signage</i></p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Office</b> uses shall be limited to professional and routine office, clerical, computer, bookkeeping, broker or similar procedures which can be conducted within a residence. A home office may also be maintained for a business conducted away from home, as long as the home office complies with all other requirements.</p>			
<p>1. Home offices shall not include any business which involves the sale, manufacture, repair or assembly of merchandise on the premises, or the storage of inventory, raw materials, equipment or other materials to be used in the business.</p>	<p><i>N/A</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>2. Home offices shall not include any business requiring regular access by the public, including but not limited to customers, clients or vendors, patients, etc.</p>	<p><i>N/A</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>3. Home offices shall be limited to no more than twenty-five percent (25%) of the floor area within said building. The proposed size of the home business shall be specified at the time of application.</p>	<p><i>N/A</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

**Requirements - Section 95**

**Comments**

**Complies**

**Doesn't  
Comply**

<p>4. There will be no changes which would alter the character of the dwelling or reveal from the exterior that the dwelling is being used in part for other than residential purposes.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. No outside storage or display is permitted.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>Home Businesses</b> are small offices, or small-scale retail or service businesses which are clearly incidental and secondary to the use of the dwelling for residential dwelling purposes, and must comply with the following standards:</p>			
<p>1. Home businesses may include, but are not limited to, one chair beauty shop or barber shops, minor repair shops, home day care or retail sale of goods or services produced on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Home businesses shall not include the repair and/or maintenance of motor vehicles, large scale manufacturing, cabinet or furniture shops or any use which will create noise, noxious odors or any hazard that may endanger the health, safety, or welfare of the neighborhood.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>3. The home business shall not involve group instruction or group assembly of people on the premises.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>4. The dwelling must be the bona fide residence of the principal practitioner at the time of the application, and if approved, the home business shall be valid only as long as the principal practitioner resides in the dwelling, is conducting business and has a current business certificate.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>5. The portion of the residence in which the business is conducted shall be completely enclosed in a manner that the business is not visible from the surrounding property.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>6. No outside storage is allowed.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>7. The Board of Zoning Appeals may place any reasonable conditions on the application deemed necessary to insure the orderly operation of the proposed business and its compatibility with the surrounding properties.</p>	<p>Must comply with All State of Georgia Regulatory Requirements</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>8. The principal practitioner shall be permitted to park one commercial vehicle in the approved parking area. The commercial vehicle is limited to a passenger car, van or light truck of up to one-ton carrying capacity.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>
<p>9. Any utility trailer needed for the orderly operation of the business must be specifically requested and approved by the Board of Zoning Appeals. The request must include the proposed use and size of the trailer.</p>	<p>N/A</p>	<input type="checkbox"/>	<input type="checkbox"/>

**DISCLOSURE OF FINANCIAL INTERESTS**

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

**Reference:** Application #2304 filed on **October 2, 2019**, for a **Special Exception** for the real property described as follows:

**LL 59 of the 5<sup>th</sup> Land District of Houston County, Georgia, Lot 2, Block “K”, Section 6, Phase 1 of Bradford Subdivision, Consisting of 0.39 Acres**

The undersigned official of Houston County, Georgia, has a property interest (Note 2), in said property as follows: yes \_\_\_\_\_ no \_\_\_\_\_

The undersigned official of Houston County, Georgia, has a financial interest (Note 3), in a business entity (Note 1), which has a property interest in said property, which financial interest is as follows:

The undersigned official of Houston County, Georgia, has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest is as follows:

I hereby depose and say that all statements herein are true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
**Note 1:** Business Entity – Corporation, partnership, limited partnership, firm, enterprise, Franchise, association, or trust.

**Note 2:** Property Interest – Direct or Indirect ownership, including any percentage of Ownership less than total ownership.

**Note 3:** Financial Interest – all direct ownership interests of the total assets or capital Stock of a business entity where such ownership interest is 10 percent or more.

**Note 4:** Member of the family - spouse, mother, father, brother, sister, son, or daughter.



In order to reduce the size of a 10-foot drainage and utility easement that traverses his property Austin R. Tosi submitted an application for the abandonment of the north 5-foot of the drainage and utility easement located at the rear of his property located at 114 Whippoorwill Drive, Warner Robins, GA. This is a resubmitted request by Mr. Tosi. He originally submitted a request for the County to abandon the entire drainage and utility easement located at the rear of his property which was denied at the October 1<sup>st</sup> Board meeting.

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

- approve
- disapprove
- table
- authorize

**Austin R. Tosi's application by signing the attached "A Resolution Abandoning Portion of a Houston County Drainage and Utility Easement" and pursuant to the signing of the Resolution approve Chairman to sign the Quit Claim Deed conveying the north 5-foot of the 10-foot drainage and utility easement located at the rear of his property located at 114 Whippoorwill Drive, Warner Robins, GA. to Austin R. Tosi and Elizabeth A. Tosi.**

**A RESOLUTION ABANDONING  
PORTION OF A  
HOUSTON COUNTY  
DRAINAGE AND UTILITY EASEMENT**

**WHEREAS**, in order to reduce the size of a 10 foot drainage and utility easement that traverses his property, Austin R. Tosi resubmitted an application for the abandonment of the north 5 foot of the drainage and utility easement located at the rear of his property located at 114 Whippoorwill Drive, Warner Robins, GA 31088, designated as Drainage & Utility Easement and described as Lot 8 of Block “F” Section No. 5 Quail Run of the Whippoorwill Subdivision on a plat of survey dated July 17, 1978, done by Robert L. Story, G.R.L.S. No. 1853, as shown by Exhibit “A”, attached hereto and by reference made a part hereof; and

**WHEREAS**, Mr. Austin R. Tosi originally submitted and was denied his request for abandonment of the entire drainage and utility easement located at the rear of his property; and

**WHEREAS**, the following departments of Houston County have reviewed and approved Mr. Tosi’s recent request: Inspections/P&Z, Environmental Health, Engineering, Roads & Bridges, Water, Fire/E911, and Attorney as shown by Exhibit “B”, attached hereto and by reference made a part hereof; and

**WHEREAS**, County Engineer, Brian Jones described and approved the abandonment in a Memorandum dated Wednesday, October 23, 2019 as shown by Exhibit “C”, attached hereto and by reference made a part hereof; and

**WHEREAS**, the Houston County Board of Commissioners have the authority to abandon said portion of the Drainage & Utility Easement.

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that the north 5 foot of the 10 foot Drainage and Utility Easement that traverses Austin R. Tosi’s property located at 114 Whippoorwill Drive, Warner Robins, GA 31088,

designated as Drainage & Utility Easement and described along the rear lot line of Lot 8 of Block "F" Section No. 5 Quail Run of the Whippoorwill Subdivision on a plat of survey dated July 17, 1978, done by Robert L. Story, G.R.L.S. No. 1853, as shown by Exhibit "A", attached hereto and by reference made a part hereof is hereby abandoned by the Houston County Board of Commissioners by and through a Quit Claim Deed to be signed pursuant to this resolution.

**SO RESOLVED** this 5<sup>th</sup> day of November, 2019.

HOUSTON COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Commissioner H. Jay Walker III

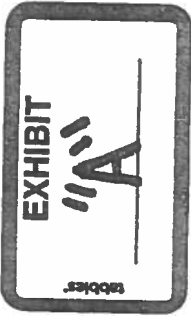
\_\_\_\_\_  
Commissioner Tom McMichael

\_\_\_\_\_  
Commissioner Gail Robinson

\_\_\_\_\_  
Commissioner Larry Thomson

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

Barry Holland  
Director of Administration

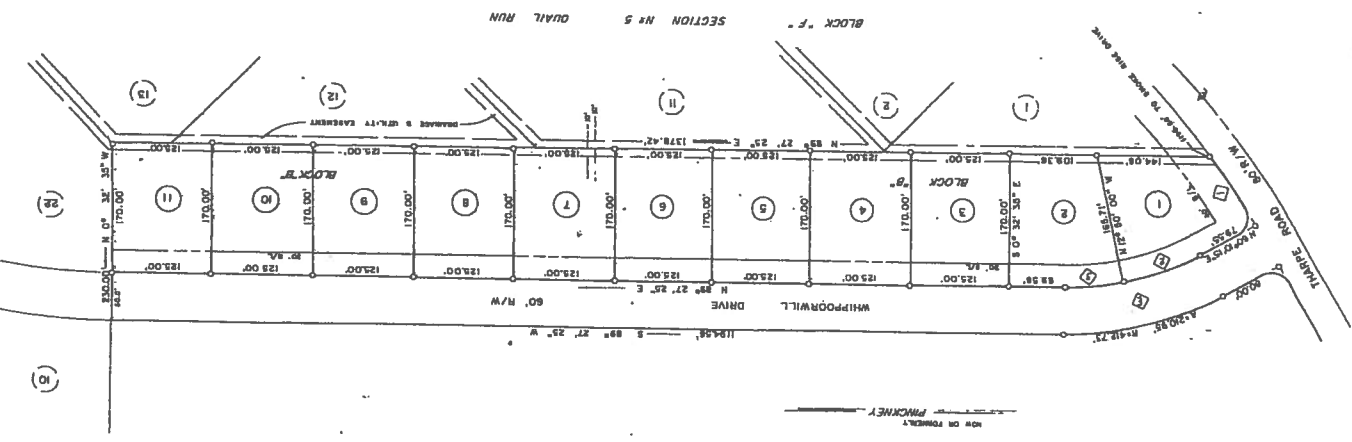


STATION	ARC	TAN	CHORD	CH. BEARING
1	12° 17' 28"	398.73	79.66	N 82° 10' 42" E
2	16° 58' 45"	392.73	104.83	N 88° 04' 08" E
3	8° 00' 05"	191.15	103.82	N 34° 33' 52" W
4	28° 17' 10"	392.73	193.83	N 74° 48' 30" E

- NOTES
- MINIMUM 40' BUILDING LINE ON THAYER ROAD, 50' ON WHIPPOORWILL DRIVE.
  - 25' MAIN ON ALL STREET CORNERS.
  - DISTANCES ON CORNER LOTS ARE TO THE INTERSECTION OF PROJECTED STREET LINES.
  - ALL LOT LINES ARE AT RIGHT ANGLES TO STREET LINES UNLESS INDICATED OTHERWISE.
  - ALL EASEMENTS, AS SHOWN, ARE FOR DRAINAGE & UTILITIES.

The undersigned certifies that he is the owner of the land shown on this plat and authorizes the plat and subdivision to be shown above or to be shown on this plat for record, filing, issue, transfer, or sale.

Robert L. Stovall, Sr. Owner's Name



WHIPPOORWILL SUBDIVISION  
SECTION N 5

LAND LOT 91  
HOUSTON COUNTY  
GEORGIA  
JULY 17, 1978  
SCALE: 1" = 100'

STORY SURVEYING CO.  
1436-B WATSON BLVD.  
WANNERSBORNS, GA.

Hamilton County Planning Commission  
Approved 7-28-78  
Secretary

1. Every plat shall be prepared in triplicate and one copy retained by the surveyor and one copy filed with the Hamilton County Clerk's Office and one copy filed with the Hamilton County Planning Commission.

2. The surveyor shall certify that he is the owner of the land shown on this plat and authorizes the plat and subdivision to be shown above or to be shown on this plat for record, filing, issue, transfer, or sale.

THE HAMILTON COUNTY PLANNING COMMISSION HAS REVIEWED THIS PLAT AND APPROVES IT FOR RECORDATION AND FILING WITH THE CLERK OF SUPERIOR COURT.  
21/205  
21/205

Recorded July 27, 1978

21/205

21/205  
21/205

## Houston County Board of Commissioners Abandonment of County Easement/Right-of- Way Request Form

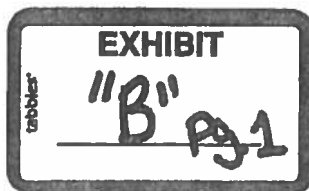
Attach a **\$75.00 check** payable to Houston County Commissioners and **six (6) copies** of a plat that identifies the easement/right-of-way you wish the County to abandon. Return this form to the Commissioner's Office for processing. The \$75.00 fee consist of the following: \$25.00 is the cost for processing and reviewing the request and \$50.00 will be used for the County to draft and record the appropriate quit-claim deed. The County will record all plats with the Clerk's office. If your request is denied, the plats will be returned along with \$50.00 of the original \$75.00 fee. Please provide the following information:

1. Name: Austin R. Tosi  
 Address: 114 Whippoorwill Drive Warner Robins, GA 31088 \_\_\_  
 Phone Number: 478-954-1202\_\_\_\_\_
  
2. Location and Description of Property:  
Lot 8, Block B of the Whippoorwill subdivision \_\_\_\_\_
  
3. Reason for Request:  
Resubmitting request with modifications. Please see Memorandum dated Wednesday October 23, 2019 from Brian Jones to Robbie Dunbar

### *For Office Use Only*

<u>Department</u>	<u>Approve</u>	<u>Deny</u>	<u>Signature/Comments</u>
Inspections/P&Z	✓	_____	<u>[Signature]</u>
Environmental Health	✓	_____	<u>Christine Hill</u>
Engineering	✓	_____	<u>Brian Jones</u>
Roads & Bridges	✓	_____	<u>[Signature]</u>
Water	✓	_____	<u>[Signature]</u>
Fire/E911	✓	_____	<u>[Signature]</u>
Attorney	✓	_____	<u>[Signature]</u>

*Please return to Dawn at the Commissioner's Office ASAP as this will need to be approved by everyone and put on the agenda next week*





**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

# Abandonment of Easement

Please review, sign and return to Malisa Prue

Robbie Dunbar

*R*

Terry Dietsch

*X*

Ronnie Heald

*Ronnie Heald*

Van Herrington

*Van Herrington*

Brian Jones

*Brian Jones*

Travis McLendon

*Travis McLendon*

Ken Robinson

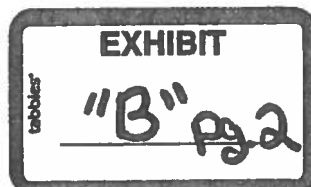
*Ken Robinson*

Blake Studstill

*Blake Studstill*

Dan Walker

*Dan Walker*





**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

## MEMORANDUM

**To:** Robbie Dunbar, Director of Operations

**From:** Brian Jones, County Engineer

**Date:** Wednesday, October 23, 2019

**RE:** Appeal of easement abandonment denial by Mr. Austin Tosi, 114 Whippoorwill Drive

OK  
*[Signature]*

At Mr. Tosi's request, the Engineering Department revisited the easement abandonment application for the above referenced property. On Friday, October 18, Blake Studstill and I met with Mr. Tosi on-site to discuss his needs that prompted the application. It is my understanding that abandoning 5' of the 10' wide easement will allow him to fulfill his plans. This would leave a 15' wide easement at the rear of his property, with 10' being on the adjoining property.

Engineering is in favor of approving this reduction in easement width on Mr. Tosi property. However, it should also be stated that for Mr. Tosi to fulfill his plans, Planning & Zoning will also need to grant him a variance.

BJ/bj



(Above space for recording officer use)  
Charge Houston County Board of Commissioners  
Return to Houston County Legal Department

## QUIT CLAIM DEED

STATE OF GEORGIA

COUNTY OF HOUSTON

THIS INDENTURE, made this \_\_\_\_\_ day of November, in the year of our Lord Two Thousand Nineteen between **BOARD OF COMMISSIONERS OF HOUSTON COUNTY** of the County of Houston, State of Georgia, as party of the first part, hereinafter referred to as "Grantor" and **AUSTIN R. TOSI and ELIZABETH A. TOSI**, as party of the second part, hereinafter referred to as "Grantee";

### WITNESSETH

That the Grantor, for and in consideration of ONE AND NO/100 DOLLARS, and other good and valuable consideration, the receipt and adequacy whereof is acknowledged, has bargained, sold and by these presents does remise, convey and forever QUIT-CLAIM to the Grantee, its successors and assigns, the following described easement:

**All that tract or parcel of land, situate lying and being in Land Lot 91 of the Fifth Land District of Houston County, Georgia, being known and designated as the northerly 5 foot of the 10 foot drainage and utility easement along the rear lot line for Lot 8, Block "F", Section No. 5, Quail Run of the Whipoorwill Subdivision as shown on a plat of survey dated July 17, 1978 done by Robert L. Story, G.R.L.S. No. 1853, a copy of said plat being of record in Plat Book 21, Page 205, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.**



**TO HAVE AND TO HOLD** the said described premises to the said Grantee, so that neither the said Grantor nor its successors or assigns, nor any other person or persons claiming under it shall at any time by any means or ways have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, The said Grantor has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered  
in the presence:

Board of Commissioners  
of Houston County:

\_\_\_\_\_  
Witness

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

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

Attest: \_\_\_\_\_  
Title: Director of Administration

County Engineer Brian Jones is requesting approval to hire Jeffery Smith for the vacant Civil Engineer position at a Grade 25-D based on his experience. Staff concurs that Mr. Smith has the necessary experience to qualify for the D-step.

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

- approve
- disapprove
- table
- authorize

**hiring Mr. Jeffery Smith for the vacant Civil Engineer position in the Engineering Department at a Grade 25-D effective October 16, 2019.**



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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: October 3, 2019  
Re: Jeffery Smith – Civil Engineer

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Brian Jones is requesting to hire Jeff Smith at the 25(D) step or \$60,465.60 for the vacant Civil Engineer position. I have reviewed his experience and request approval to hire at the 25 (D) step effective October 16, 2019.

# HOUSTON COUNTY

## APPLICATION FOR EMPLOYMENT

It is the policy of Houston County to select new employees and to promote current employees without regard to race, sex, religion, national origin, marital status or disability.

**INSTRUCTIONS:** You must answer all items on this application fully and accurately. The information that you give will be used in determining your qualifications and rating for employment. If an item does not apply to you, or if there is no information to be given, write the letters "N/A" for Not Applicable. **PRINT IN INK OR TYPE.** A resume may be attached BUT WILL NOT be accepted in lieu of this application. In order to be assured consideration for employment, your application must be received no later than the closing date of the vacancy announcement.

Position(s) Desired: (1) Civil Engineer                      (2)                      (3)	Date: 09/16/2019
<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Temporary	Salary Desired:

### PERSONAL DATA

Name:	Last	First	Middle	Social Security Number
	Smith	Jeffery	Doyle	
Address:	No. & Street	Apt. No.	City, State, Zip	

Telephone Numbers: Home:                      Business:	Are you between the ages of 17 and 70? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

U. S. Citizen or Permanent VISA  
 Yes     No    If no, give work permit number: \_\_\_\_\_

Have you ever been convicted of a crime other than a minor traffic violation? (A conviction does not automatically exclude you from employment consideration) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain on a separate sheet.	Do you have a relative working for the county? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, give name(s) and relationship.
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Have you ever been employed by Houston County?  Yes     No    If yes, give dates, location and job classification: \_\_\_\_\_

Do you possess a valid motor vehicle Driver's License?  Yes     No    Class C    Lic No \_\_\_\_\_

### EDUCATION

	Name and Location	From Mo/Yr	To Mo/Yr	Highest Grade Completed	Did You Graduate	Type Degree	Major	Date Degree Obtained or To Be Obtained
High School	Bleckley County High	08/86	06/89	12	yes			
College(s) (Other if Applicable)	University of Georgia	01/92	03/94		yes	BS	AE	03/94
Graduate School								

### MILITARY

Branch of U.S. Service \_\_\_\_\_ From Mo/Yr. \_\_\_\_\_ To Mo/Yr. \_\_\_\_\_ Rank \_\_\_\_\_

Major Duties: (Explain on separate sheet) \_\_\_\_\_

Honorable Discharge: \_\_\_\_\_ Yes \_\_\_\_\_ No (If no, explain on separate sheet)

Service Schools or special training (Explain on separate sheet) \_\_\_\_\_

Do you have a Reserve Obligation? \_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, please describe) \_\_\_\_\_

EMPLOYMENT HISTORY: Please provide a complete employment history, listing all positions held, including **military**, part-time, summer, and volunteer. It is most important that you provide exact dates of employment, exact title or position, and detailed description of duties. If you held more than one position with an employer, please treat each position separately. This information will help determine eligibility. If submitting a resume, complete all information except Job Duties.

Were you ever discharged or asked to resign from any position?  Yes  No May we contact your present employer  Yes  No

(Begin with your present or most recent employer)				
Name of Employer Macon-Bibb County Engineering		Address 780 Third Street, Macon GA, 31201		
Employment Dates (mo/yr)	Salary _____ hrs/wk	Name and Title of Supervisor	Telephone Number	
from <u>Nov</u> / <u>2001</u>	Starting: \$ _____ per _____	Dave Fortson, Macon-Bibb County I		
to <u>present</u> / _____	Present: \$ <u>1246.4</u> per <u>wk</u>	Job Duties		
Position Title Engineer III		Develop and manage LMIG construction projects for Macon-Bibb County; review erosion and sediment control permits for new construction projects; issue land disturbance permits for new construction projects. Investigate drainage complaints.		
Reason for Leaving length of commute				
Name of Employer City of Kennesaw		Address J O Stephenson Pkway, Kennesaw GA		
Employment Dates (mo/yr)	Salary _____ hrs/wk	Name and Title of Supervisor	Telephone Number	
from <u>August</u> / <u>1997</u>	Starting: \$ _____ per _____	Bob Burchfield (retired)	N/A	
to <u>October</u> / <u>2000</u>	Prscent: \$ _____ per _____	Job Duties		
Position Title Erosion and Sediment Control Specialist		Manage a newly formed erosion and sediment control program. Issue Land Disturbance permits and provide enforcement of local, state, and federal regulations pertaining to erosion and sediment control.		
Reason for Leaving Return to Middle Georgia Area				
Name of Employer Georgia Soil and Water Conservation Commiss		Address 4310 Lexington Hwy, Athens GA 30605		
Employment Dates (mo/yr)	Salary _____ hrs/wk	Name and Title of Supervisor	Telephone Number	
from <u>Septemb</u> / <u>1994</u>	Starting: \$ _____ per _____	Earl Jenkins (deceased)	N/A	
to <u>August</u> / <u>1997</u>	Present: \$ _____ per _____	Job Duties		
Position Title Regional Representative		Provide education and oversight for seven metro Atlanta Counties in the administration and enforcement requirements associated with establishing a land disturbance permitting program.		
Reason for Leaving Better financial opportunity				

**REFERENCES**

List three references (NOT minors, relatives or former employers) who have known you well during the past few years.

NAME	ADDRESS	OCCUPATION	PHONE NO.	NO. YEARS KNOWN
Charles Brooks	780 Third Street, Macon GA	Engineer IV		18
Van Harrington	2018 Kings Chapel Road	Houston County Public W		6
Don Floyd	4725 Ivey Dr, Macon GA	Geotechnical Tech		15

**CERTIFICATION AND AUTHORIZATION FOR RELEASE OF INFORMATION**

I CERTIFY that the information given by me in this application is true and complete to the best of my knowledge knowing that any false information, misrepresentation, or concealment of fact is sufficient grounds for my application to be rejected or, if employed, my employment terminated.

I UNDERSTAND AND AGREE that all information furnished in this application may be verified by the County. I further understand that any offer of employment may be revoked in the event a drug test, given by the County discloses information on me which is considered disqualifying. I hereby authorize all individuals and organizations named or referred to in this application and any law enforcement organization to give the Houston County Government all information relative to my employment, education and character, and hereby release such individuals, organizations, and Houston County from any liability for any claim or damage which may result.

*Jeffery D. Smith*  
Signature

09/16/2019  
Date



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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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### NEW HIRE ABOVE MINIMUM STEP ACKNOWLEDGEMENT

It is fully understood that I am requesting to hire JEFF SMITH at a step above the minimum "A" step and I may have employees in the same position with more longevity that are making less than this new employee.

  
\_\_\_\_\_  
Department Head Signature

10-28-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director of Operations

10/29/19  
\_\_\_\_\_  
Date

Per Georgia Law, this resolution allows Houston County to offer a defense to a county employee or elected official sued in their individual capacity as well as their official capacity and provides that the County may pay all or part of a claim or civil judgement rendered against an employee or elected official.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker and the Commissioners to sign a resolution to provide a legal defense of individual employees and elected officials.**

**RESOLUTION  
HOUSTON COUNTY  
DEFENSE OF INDIVIDUAL EMPLOYEES AND ELECTED OFFICIALS**

**WHEREAS**, it is unfortunate, but we live in a litigious society; and

**WHEREAS**, counties, county employees and elected officials are increasingly being sued;  
and

**WHEREAS**, county employees and elected officials are also increasingly being sued in their individual capacities; and

**WHEREAS**, most of these lawsuits are covered under the county liability insurance both for the county and the employees and elected officials individually; and

**WHEREAS**, those lawsuits that are not covered by the liability insurance could put the individual employees or elected officials in a position of having to hire their own attorney and could put their personal assets at risk; and

**WHEREAS**, Georgia law O.C.G.A. 45-9-21 allows a county to provide a defense for county employees and elected officials that are sued in their individual capacity in the course of their employment; and

**WHEREAS**, Georgia law O.C.G.A. 45-9-22 allows a county to pay all or any part of a claim or civil judgment rendered against an employee or elected official pursuant to a defense under O.C.G.A. 45-9-21.

**NOW, THEREFORE, BE IT RESOLVED** by the Houston County Board of Commissioners that in consideration of the benefit flowing to county employees and elected officials it is resolved as follows:

Houston County may offer a defense to a county employee or elected official sued in their individual capacity not covered by the county liability insurance pursuant to O.C.G.A. 45-9-21.

Also, Houston County may pay all or any part of a claim or civil judgment rendered against an employee or elected official pursuant to a defense under O.C.G.A. 45-9-21 as authorized by O.C.G.A. 45-9-22.



So Resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

HOUSTON COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Barry Holland  
Director of Administration

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Commissioner H. Jay Walker III

\_\_\_\_\_  
Commissioner Tom McMichael

\_\_\_\_\_  
Commissioner Gail Robinson

\_\_\_\_\_  
Commissioner Larry Thomson

The Region 6 Department of Behavioral Health and Developmental Disabilities Advisory Committee has two vacancies that require filling. The Board has received a recommendation from Major Alan Everidge to appoint Jennifer Trawick and Chrystal Ann Wasden to fill these vacancies.

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

- approve
- disapprove
- table
- authorize

**the appointment of the following to the Region 6 DBHDD Advisory Committee:**

<b>Jennifer Trawick</b>	<b>11/05/19 thru 11/04/22</b>
<b>Chrystal Ann Wasden</b>	<b>11/05/19 thru 11/04/22</b>



**Sheriff Cullen Talton**  
**HOUSTON COUNTY SHERIFF'S OFFICE**  
**Detention Center**  
 203 North Perry Parkway  
 Perry, Georgia 31069  
 Phone (478) 218-4900 Fax (478) 218-4905



William H. Rape Jr.  
 Chief Deputy

**October 16, 2019**

Maj. Alan Everidge  
 Detention Center  
 Administrator

**To: Chairman Tommy Stalnaker**

Maj. Tommy  
 Jackson  
 Chief Administrator

**From: Major Alan Everidge** 

Capt. Randall Banks  
 Juvenile Investigations

**Re: Region 6 DBHDD Advisory Committee**

Capt. Mike Stokes  
 Warrant/Civil  
 Records

**Currently Houston County has two vacancies on the Region 6 DBHDD Advisory Committee. I would like to recommend Jennifer Trawick and Chrystal Ann Wasden to fill those two vacancies. Attached to this letter are the resumes of Trawick and Wasden. I believe their education and experience they will represent Houston County in a manner in which you will be proud.**

Capt. Ricky Harlowe  
 Communications

Capt. Ronnie  
 Harlowe  
 Patrol Division

Capt. Jon Holland  
 Criminal  
 Investigations

Capt. Michelle  
 Westbrook  
 Chief Detention  
 Deputy

Lt. Clay Chambers  
 Traffic Unit

Lt. Dottie Harden  
 Training

*Coming together is a  
 beginning.  
 Keeping together is  
 progress.  
 Working together is  
 success.*

*- Henry Ford*

The Criminal Justice Coordinating Council (CJCC) has approved the continuation of the Victims of Crime Act (VOCA) grant funds for both the District Attorney's office and the Solicitor-General's office. This funding will allow for the continuance of the Victim Assistance Program in both the State Court and Superior Court.

The funds will be funneled through the Prosecuting Attorney's Council of Georgia (PAC) and are as follows:

Solicitor-General for \$142,284 of which \$113,827 is federal funds and \$28,457 are match funds; and

District Attorney for \$124,687 of which \$99,750 is federal funds and \$24,937 are match funds for base funding; and

District Attorney for \$79,168 of which \$63,334 is federal funds and \$15,834 are match funds for the compensation advocate funding.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker to sign all documents necessary to accept a total of \$142,284 of federal Victims of Crime Act (VOCA) grant funds to be administered by the Solicitor-General and \$203,855 to be administered by the District Attorney for the continuance of the Victim Assistance Program in Houston County State Court and Superior Court.**

This Memorandum of Understanding between the County and the Board of Regents on behalf of the Cooperative Extension defines the types of UGA Extension operations and personnel and also establishes the County and UGA's responsibilities as to the compensation of extension employees. This agreement is updated from time to time to ensure its accuracy.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the Memorandum of Understanding on behalf of Houston County with the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Cooperative Extension.**

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**by and on behalf of**  
**THE UNIVERSITY OF GEORGIA**  
**COOPERATIVE EXTENSION**  
**and HOUSTON COUNTY**

This Memorandum of Understanding (“MOU”) is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter “UGA Extension”) and Houston County, a political subdivision of the State of Georgia, by and through its Board of Commissioners, (hereinafter the “County”), for the provision of Cooperative Extension Services and Personnel in Houston County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County’s citizens and community; and

WHEREAS, the County Board of Commissioners is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

## **I. OPERATIONS**

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

### **A. UGA EXTENSION agrees to the following:**

1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
5. UGA Extension shall report to the County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

### **B. The COUNTY agrees to the following:**

1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
  - c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
  3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

**II. COMPENSATION**

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

**A. COOPERATIVE DIRECT PAY**  
**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A" and Exhibit "A" thereto.**

**B. COOPERATIVE CONTRACT PAY**  
**In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the**





The address of County is:

200 Carl Vinson Pkwy  
Warner Robins, GA 31088

or such other address as shall be furnished by such notice to the other party.

\_\_\_\_\_  
Chairman, Board of Commissioners, **Houston** County

Date: \_\_\_\_\_

\_\_\_\_\_  
County Extension Coordinator, **Houston** County

Date: \_\_\_\_\_

\_\_\_\_\_  
Vice President for Public Service and Outreach, University of Georgia

Date: \_\_\_\_\_

## Addendum A

### COOPERATIVE DIRECT PAY

**In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement, substantially in the form shown on Exhibit "A", attached hereto and incorporated herein by reference. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.**

1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

**CHOOSE ONE:**  
**County Extension Salary/Benefits Budget**

Salary	% Time	BOARD OF COMMISSION			BOARD OF EDUCATION			UGA	Total
		Direct Pay	Co Contract	100% Funded	Direct Pay	Co Contract	100% Funded	Direct Pay	Annual
Charlotte Meeks	100	\$ 17,395						\$ 31,318	\$ 48,713
Sam Price	100	\$ 15,300						\$ 32,000	\$ 47,300
La Keshia Levi	100	\$ 4,685						\$ 43,255	\$ 47,940
Ali Stubbs	100	\$ 7,310						\$ 20,910	\$ 28,220
Leslie Fowler	100	\$ 12,445						\$ 14,555	\$ 27,000
Christine Kelly	47.5	\$ 12,445						\$ 5,820	\$ 18,265
Jarius Sanford	100	\$ 3,000						\$ 21,500	\$ 24,500
Dominique Fields	100							\$ 27,000	\$ 27,000
Employee 9									\$ -
Employee 10									\$ -
<b>Total</b>		<b>\$ 72,580</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 196,358</b>	<b>\$ 268,938</b>

FICA	Calculated at 7.65%		Temp Hrly less than 50% time calculated at 1.45									
Charlotte Meeks	\$ 1,331	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,396	\$ 3,727		
Sam Price	\$ 1,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,448	\$ 3,618		
La Keshia Levi	\$ 358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,309	\$ 3,667		
Ali Stubbs	\$ 559	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600	\$ 2,159		
Leslie Fowler	\$ 952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,113	\$ 2,066		
Christine Kelly	\$ 180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84	\$ 265		
Jarius Sanford	\$ 230	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,645	\$ 1,874		
Dominique Fields	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,066	\$ 2,066		
Employee 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Employee 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total</b>	<b>\$ 4,781</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,661</b>	<b>\$ 19,441</b>		

Retirement		Enter TRS at .2114 or ORP at .0924 or ERS at .2466									
Charlotte Meeks	0.2114	\$ 3,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,621	\$ 10,298
Sam Price	0.2114	\$ 3,234	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,765	\$ 9,999
La Keshia Levi	0.2114	\$ 990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,144	\$ 10,135
Ali Stubbs	0.2114	\$ 1,545	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,420	\$ 5,966
Leslie Fowler	0.2114	\$ 2,631	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,077	\$ 5,708
Christine Kelly		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Jarius Sanford		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dominique Fields	0.2114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,708	\$ 5,708
Employee 9		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Employee 10		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 12,078</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,735</b>	<b>\$ 47,813</b>

Health Benefits		1 = Yes									
Charlotte Meeks	1									\$ 22,895	\$ 22,895
Sam Price	1									\$ 22,231	\$ 22,231
La Keshia Levi	1									\$ 22,532	\$ 22,532
Ali Stubbs	1									\$ 13,263	\$ 13,263
Leslie Fowler	1									\$ 12,690	\$ 12,690
Christine Kelly	1									\$ -	\$ -
Jarius Sanford	1									\$ 11,515	\$ 11,515
Dominique Fields	1									\$ 12,690	\$ 12,690
Employee 9	1									\$ -	\$ -
Employee 10	1									\$ -	\$ -
<b>Total</b>										<b>\$ 117,816</b>	

Grand Totals	BOARD OF COMMISSION			BOARD OF EDUCATION			UGA	\$ 454,009
	\$ 89,439	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 364,569	
	19.70%	0.00%	0.00%	0.00%	0.00%	0.00%	80.30%	

County Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

The County and the City of Warner Robins have agreed to share the cost of street lights along Bear Country Boulevard from Highway 96 to Cohen Walker Drive; and to share the cost a traffic study for Lake Joy Road at Russell Parkway intersection and Tharpe Road at Russell Parkway intersection as well as the signalization of the Tharpe Road and Russell Parkway intersection.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the Memorandum of Understanding with the City of Warner Robins concerning the purchase and installation of eighteen street lights along Bear Country Boulevard from Highway 96 to Cohen Walker Drive at a cost of \$11,328 which will come from SPLOST. Maintenance and operation of all the street lights along said portion of Bear Country Boulevard will be paid by the City of Warner Robins. Also, to approve Chairman Stalnaker signing the Memorandum of Understanding with the City of Warner Robins concerning a traffic study for Lake Joy Road at Russell Parkway intersection and for Tharpe Road at Russell Parkway intersection as well as the installation of a traffic signal at the Tharpe Road and Russell Parkway intersection. The County and City will equally split the cost of the professional engineering traffic study performed by Wilburn Engineering and will also equally split the cost of construction to install the traffic signal at the Tharpe Road and Russell Parkway intersection. The City will invoice the County for its portion of both.**

**MEMORANDUM OF UNDERSTANDING**

**STREET LIGHTS**

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the City of Warner Robins, Georgia, hereinafter referred to as "City";

**WHEREAS**, 18 street lights are to be installed along Bear Country Boulevard from Highway 96 to Cohen Walker Drive; and

**WHEREAS**, it is to the benefit of the citizens of the City and the citizens of unincorporated County to install the street lights along said roads; and

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

1.

The County will pay \$11,328.00 for construction and installation of the street lights along that portion of the right-of-way of Bear Country Boulevard from Highway 96 to Cohen Walker Drive as outlined in the October 29, 2019 email from Walker Fricks, Manager with Flint Energies, to Robbie Dunbar attached hereto as Exhibit "A".

2.

The City will pay Flint Energies monthly rate for energy usage and maintenance of the lights as outlined in the October 29, 2019 email from Walker N. Fricks, Manager with Flint Energies, to Robbie Dunbar attached hereto as Exhibit "A". Maintenance of the lights shall be performed by Flint Energies and is covered under the monthly rate to be paid by the City to Flint Energies.

So AGREED, the day and year first written above.

HOUSTON COUNTY BOARD OF COMMISSIONERS:

CITY OF WARNER ROBINS:

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Randy Toms, Mayor

\_\_\_\_\_  
Barry Holland, Director of Administration

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Approved by Commissioners

\_\_\_\_\_  
Date Approved by Mayor and Council



## Tommy Stalnak2011

---

**From:** Robbie Dunbar  
**Sent:** Tuesday, October 29, 2019 1:49 PM  
**To:** Tommy Stalnak2011  
**Subject:** Fwd: Street Lights on Bear County Blvd

Get [Outlook for iOS](#)

**From:** Walker Fricks <WFricks@flintemc.com>  
**Sent:** Monday, October 28, 2019 5:13:01 PM  
**To:** Robbie Dunbar <RDunbar@houstoncountyga.org>; Bill Mulkey <bmulkey@wrga.gov>  
**Cc:** Ty Diamond <TDiamond@flintemc.com>; Nathan Combs <NCombs@flintemc.com>; Bart Hardwick <BHardwick@flintemc.com>  
**Subject:** Street Lights on Bear County Blvd

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mr. Dunbar / Mr. Mulkey,

Flint can install 18 streetlights along Bear Country Blvd from Hwy 96 to Cohen Walker Drive on existing poles for a cost of \$11,328.00. This covers the installation of the streetlighting circuit, transformers, and relocation of existing facilities on the poles to accommodate the lights.

Total monthly bill is estimated to be approximately \$289.00.

11 - 250W Equivalent LED Interstate fixtures at \$14.50 each per month

7 - 400W Equivalent LED Interstate fixtures at \$18.50 each per month

Please let me know if you have any questions. If you would like Flint to proceed with the installation, please send me an authorization letter and we will put the project into our construction schedule.

Thanks,

Walker



**Walker Fricks**

***Manager of Ft Benning Operations***

Flint Energies - Ft Benning Office

Office: 478-988-3510



**MEMORANDUM OF UNDERSTANDING**

**TRAFFIC STUDY AND SIGNAL**

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the City of Warner Robins, Georgia, hereinafter referred to as "City";

**WHEREAS**, a traffic study was completed by Wilburn Engineering for Lake Joy Road and Russell Parkway intersection and Tharpe Road at Russell Parkway intersection; and

**WHEREAS**, it was concluded that a traffic signal should be installed at the Tharpe Road and Russell Parkway intersection; and

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

1.

The County and the City will equally split the cost of the professional engineering traffic study performed by Wilburn Engineering and equally split the cost of construction to install a traffic signal at the Tharpe Road and Russell Parkway intersection. The City will invoice the County for its portion of the cost.

2.

The City will own the traffic signal and pay all costs of operation and maintenance of the traffic signal.

So AGREED, the day and year first written above.

HOUSTON COUNTY BOARD OF COMMISSIONERS:

CITY OF WARNER ROBINS:

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Randy Toms, Mayor

\_\_\_\_\_  
Barry Holland, Director of Administration

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date Approved by Commissioners

\_\_\_\_\_  
Date Approved by Mayor and Council

This request from Chief Deputy Rape is for the disbursement of the \$450 allotted clothing allowance for eligible individuals in the department. This is a budgeted FY20 expense.

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

- approve
- disapprove
- table
- authorize

**the disbursement of a \$450.00 clothing allowance to those twenty-seven Sheriff's Department personnel identified in a letter from Chief Deputy Rape dated October 17, 2019. Total disbursement is \$12,150.**

**W.H. Rape, Jr.**  
*Chief Deputy*  
**Major Tommy Jackson**  
*Chief Administrator*  
**Major Alan Everidge**  
*Jail Administrator*  
**Captain Ricky Harlowe**  
*911 Emergency Services*

**Cullen Dalton**  
**Sheriff, Houston County**  
202 CARL VINSON PARKWAY  
WARNER ROBINS, GEORGIA 31088  
478-542-2125 • FAX 478-328-1544

**Captain Ronnie Harlowe**  
*Patrol/Traffic Division*  
**Captain Jon Holland**  
*Investigations Division*  
**Captain M.J. Stokes**  
*Warrants/Civil Division*  
**Captain Randy Banks**  
*Juvenile Division*

October 17, 2019

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

Dear Chairman Stalnaker:

This is to request the disbursement of the allotted clothing allowance of \$450 per person which was approved as part of our 2019-2020 budget. The following employees are eligible:

3300 Budget:	Chief Deputy W. H. Rape	Sgt. Tamra Hattaway
	Major Tommy Jackson	Sgt. Darron Jones
	Capt. Jon Holland	Sgt. Anna Lange
	Lt. Kent Bankston	Sgt. Joe Middlebrooks
	Lt. Dorothy Harden	Sgt.. Pittard Chapman
	Sgt. Patrick Alexander	Sgt. Greg Pennycuff
	Sgt. Angel Nunez	Sgt. Matthew Moulton
	Lt. Wayne Franklin	Sgt. Eric Salter
	Sgt. Glenn Goodman	Sgt. Tim Leonard
3325 Budget:	Capt. Randy Banks	Sgt. Quinn Lumpkin
	Lt. Darin Meadows	Sgt.. Gary Andrews
	Sgt. Todd Shepherd	Sgt.. Bennett Lashley
	Sgt. Kevin Harper	Sgt.. Heath Collins
	Sgt. Adrienne Hilton	

Your cooperation in this matter is appreciated.

Sincerely,



W. H. Rape  
Chief Deputy

Public Works staff has interviewed three different companies for the purposes of providing right-of-way acquisition services and now recommends Luster National, Inc. as the firm they would like to engage. These agents would work on the Elberta Road widening project.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing an Agreement for Consultant Services with Luster National, Inc. of Atlanta for right-of-way acquisition services on the Elberta Road widening project per Task Order Number 001 which term will be for six months.**



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

---

# MEMORANDUM

OK  
A handwritten signature in black ink, appearing to be "RJH", with a long horizontal stroke extending to the right.

**To:** Houston County Board of Commissioners

**From:** Ronnie Heald *RJH*

**Date:** Thursday, October 17, 2019

**RE:** Agreement with Luster National, Inc. for Elberta Road (SPLOST CW12-04)  
Right-of-Way Acquisition

---

Public Works is asking the Board of Commissioners to enter into an agreement with **Luster National, Inc.** to aid with right-of-way acquisition on SPLOST projects. This agreement will allow the County to issue "Task Order Number 001" in which Luster will supply 3 acquisition specialists to the County for a period of 6 months. Please see the attached agreement and "Task Order Number 001" for the rate of compensation to Luster.

Public Works has interviewed a total of three companies for right-of-way services and found that Luster can provide three agents at the most competitive rates.

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between Houston County (hereinafter referred to as "HC"), with its principal place of business located at 200 Carl Vinson Parkway, Warner Robins, Georgia 31088 , and LUSTER NATIONAL, INC, (hereinafter referred to as "LN"), with its principal place of business located at 400 Galleria Parkway, Sulte 1500, Atlanta, Georgia 30339. Let it be known that HC is the Owner and LN is the Consultant.

### WITNESSETH:

WHEREAS, HC requires certain consultant services; and that LN has represented that it possesses knowledge, experience and technical resources to provide such services; and

WHEREAS, HC desires to contract with LN, and LN desires to accept and perform such services;

NOW THEREFORE, HC and LN, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services.** LN hereby agrees to provide certain Services for the HC Department of Public Works as defined as "Right of Way Services" and "Construction Engineering & Inspection Services."
2. **Compensation and Term.** In consideration of the Services to be rendered by LN under this Agreement, HC agrees to pay LN hourly at the rates and for the term described in task orders issued to LN.
3. **Independent Contractor Status.** It is understood and agreed between the parties hereto that LN (including any agents, employees, subcontractors and successors), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of HC. LN acknowledges responsibility for all federal, state, and local requirements for employers which apply to Consultants in this area of work.
4. **Insurance Requirements.** LN shall be solely responsible for all premiums, costs, and deductibles associated with any insurance procured by LN and shall not be entitled to reimbursement for such costs. LN shall procure and maintain throughout the term of this Agreement the following insurance limits and coverage and shall, upon executing this Agreement, provide HC certificates of insurance evidencing same, showing HC as an Additional Insured on all coverages except workers' compensation and professional liability:
  - a. Workers' Compensation Insurance in amounts required by state law, including Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 per disease.
  - b. Commercial General Liability Insurance including Bodily Injury, Property Damage, Personal Injury, Blanket Contractual and Broad Form Property Damage Coverage including Products and Completed Operations with combined single limits of not less than \$1,000,000 per occurrence.
  - c. Automobile Liability Insurance including owned, non-owned, leased and hired motor vehicle coverage with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - d. Professional Liability Insurance with a limit of not less than \$1,000,000 perclaim.
5. **Records.** LN shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to HC and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and after all other pending matters are closed.
6. **Employment.** LN warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither LN nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of HC. LN shall not engage in any activity, or accept any employment, interest or contribution which would reasonably appear to compromise LN's professional judgment with respect to this Project.
7. **Jurisdiction and Venue.** LN and HC stipulate that the laws of the State of Georgia shall govern any dispute between the parties hereto.
8. **Assignment and Subletting.** This Agreement may not be assigned by LN, either in whole or in part, and no portion of the work may be sublet or transferred to any other persons or firms, without the prior written approval of HC. This Agreement will be binding upon and inure to the benefit of LN and HC and their respective successors and assigns.
9. **Termination and Adjustment to Scope.** HC shall have the right to terminate this Agreement (i) for cause, or (ii) for the convenience of HC, upon ten (10) business days written notice to LN. HC shall also have the right to decrease the scope of LN's services upon written notice to LN.



10. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between LN and HC with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between LN and HC respecting the subject matter hereof. All individuals executing this Agreement on behalf of LN hereby expressly warrant that they are specifically authorized to execute same on behalf of LN. This Agreement may be altered or amended only by written instrument signed by LN and HC.

11. **Compliance with Laws.** LN agrees to comply with all applicable statutes, rules and regulations concerning the performance of the Services.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

HOUSTON COUNTY BOC  
(Owner)

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

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

LUSTER NATIONAL, INC  
(Consultant)

By: Elizabeth Osmon

Printed Name: Elizabeth Osmon

Title: Vice President

Date: 10/22/19

## TASK ORDER NUMBER 001

This Task Order No. 001 is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, under the terms and conditions established in the **AGREEMENT FOR CONSULTANT SERVICES** dated \_\_\_\_\_ between **Houston County**, and **Luster National, Inc.** Let it be known that Houston County is the Owner and Luster National is the Consultant.

### Section A - Scope of Services

- Perform Right-of-Way Acquisition Services on behalf of Houston County as directed.
- Participate in internal meetings with Houston County as requested.
- Conduct site visits as necessary or as directed.
- Fully engage with landowners as necessary or as directed.
- Participation in pre-construction meetings with the County and Contractors.
- Prepare Weekly Progress Reports for Houston County Management.
- Report on projects that are behind schedule and proposed actions to recover the schedule

### Section B - Schedule

The Consultant shall perform the Services according to the following schedule:

- All work for this Task Order will commence on \_\_\_\_\_ and terminate on \_\_\_\_\_

### Section C - Compensation

In return for the performance of the foregoing obligations, Houston County shall pay to Luster National in accordance with the following schedule:

Employee's Name	Billable Hourly Rate
Acquisition Specialist #1	\$71.78
Acquisition Specialist #2	\$67.49
Acquisition Specialist #3	\$61.07

Note 1: The rates above do not include mileage, which will be paid to Luster National at the prevailing GSA rate, only while the employee is traveling inside the Houston County limits.

Note 2: The rates above do not include Other Direct Cost that Houston County may specifically ask for from a Luster Employee.

### Section D - Houston County's Responsibilities

Houston County shall perform and/or provide the following in a timely manner.

- Houston County will give notice of a start date for each position and for each project.
- Houston County will provide overall Project Management.
- Houston County will provide Final Quality Assurances for any Consultant project deliverable.

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year above written.

**HOUSTON COUNTY BOC**  
(Owner)

**LUSTER NATIONAL, INC**  
(Consultant)

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The County's lease agreement with the Department of Natural Resources for the Knowles Landing public boat ramp located on SR 96 has expired. The Department of Natural Resources would like to enter into a new lease agreement. The County agrees to maintain the general appearance of the property and ensure suitable access to the site be maintained for public use. The Department of Natural Resources requires a Resolution be voted on and signed by the Board of Commissioners in order to enter into the new lease agreement titled "Lease To Department Of Natural Resources For Boating Access".

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

- approve
- disapprove
- table
- authorize

**the Resolution required by the Department of Natural Resources that authorizes Chairman Stalnaker to sign the "Lease To The Department of Natural Resources For Boating Access" and any other related documents or papers necessary to provide boating access at the Knowles Landing public boat ramp.**

**RESOLUTION**

**WHEREAS**, the Board of Commissioners of **Houston County, Georgia** have considered an agreement for the operation and maintenance of a boat ramp that has been constructed by the Department of Natural Resources; and

**WHEREAS**, such facilities are necessary to provide adequately for the public welfare and recreation.

**IT IS HEREBY RESOLVED** by the Commission Members that the proposed Agreement captioned "Lease to Department of Natural Resources for Boating Access" be and the same is hereby approved and the Chairman is herewith authorized to execute on behalf of **Houston County, Georgia** and the Board of Commissioners, referenced contract and any other related documents or papers necessary to secure such boat ramp facilities as provided therein.

This 5<sup>th</sup> day of November, 2019.

ATTEST:

HOUSTON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Barry Holland  
Director of Administration

\_\_\_\_\_  
Chairman Tommy Stalnaker

\_\_\_\_\_  
Commissioner H. Jay Walker III

\_\_\_\_\_  
Commissioner Tom McMichael

\_\_\_\_\_  
Commissioner Gail Robinson

\_\_\_\_\_  
Commissioner Larry Thomson

FEDERAL ID # \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

I do hereby certify the above is a true and correct copy of the Resolution duly adopted by the Commissioners on the date so stated in said Resolution.

I further certify that I am the CLERK OF THE COMMISSION and that said Resolution had been duly entered in the official records of said Board and remains in full force and effect this 5<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Barry Holland, Director of Administration

When recorded, return to:

GA DNR Real Estate Office

2 MLK, Jr. Drive, SE, Suite 1352 East

Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF FULTON

LEASE  
TO DEPARTMENT OF NATURAL RESOURCES  
FOR BOATING ACCESS

THIS INDENTURE, entitled "Lease To Department of Natural Resources For Boat Ramp Construction", (hereinafter "Lease"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Houston County, Georgia, (hereinafter referred to as "LESSOR"), whose address is 200 Carl Vinson Parkway, Warner Robins, GA 31088, and the **DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as "LESSEE" or "DEPARTMENT"), acting for the State of Georgia, whose address for the purpose of this Lease is Suite 1252 East Tower, 2 Martin Luther King, Jr. Drive, S. E., Atlanta, Georgia 30334-9000.

**WITNESSETH:**

WHEREAS, there is a demonstrated interest and need for public access to streams and impoundments within the State of Georgia for water related recreational purposes; and

WHEREAS, LESSEE desires to lease a parcel of land to construct, operate and maintain a boat launching ramp and access area for the use of the general public on a portion of LESSOR'S property; and

WHEREAS, under O.C.G.A. §§ 12-3-5 (c) and (e), and O.C.G.A. §§ 50-16-38 (a)(2), LESSEE is authorized to lease land for such purposes; and

WHEREAS, this lease is subject to approval by the Board of the Department of Natural Resources; and

WHEREAS, LESSOR desires to cooperate with the DEPARTMENT in its efforts to provide recreational opportunities for the people of Georgia by granting to the DEPARTMENT a lease on a parcel of LESSOR'S property for the above-stated purposes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the mutual benefits flowing between the parties hereto, whose receipt and sufficiency are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1.

PREMISES

LESSOR hereby grants, demises and leases to LESSEE the premises described on EXHIBIT "A" and shown on plat of survey marked EXHIBIT "B" (hereinafter referred to as the "premises"), which are attached hereto and incorporated herein by reference.

2.

TERM

The leasehold shall have a term commencing at 6:00 P.M. EST, on the date first above written and expiring at 8:00 A.M. EST, on the twenty-fifth (25<sup>th</sup>) anniversary date of the date first above written.

3.

RENT OR FEES

LESSEE shall pay no rent or further consideration beyond the initial consideration, whose receipt and sufficiency are acknowledged by LESSOR.

LESSOR and the LESSEE hereto do mutually covenant and agree that the herein referenced boat ramp, parking area and any other facilities constructed or placed upon the

Premises shall be operated and maintained for the recreational pleasure of the general public without charge.

4.

#### COVENANT OF QUIET ENJOYMENT

LESSOR promises and warrants that LESSEE may peaceably hold and enjoy the premises during the full term of the leasehold herein granted. The use of the premises shall not endanger health or create a nuisance, and LESSEE shall take all reasonable precautions to assure that construction, use, operation and maintenance of the premises and structure or facilities on the premises will be such that the scenic, recreational and environmental values of the project will be protected and LESSEE's use of the waters of the project shall be nonexclusive.

5.

#### IMPROVEMENTS

LESSEE may further improve the premises with removable buildings, boat ramps, courtesy docks, canoe steps, signs and other structures and may construct roads and trails. LESSEE shall erect a sign on the premises which acknowledges the Federal Aid in Sport Fish Restoration Program and the LESSEE. LESSEE may also construct a fence anywhere within the premises in its sole discretion. LESSEE shall comply with all applicable laws relating to its use of the premises, including, but not limited to, the jurisdiction of the U.S. Army, Corps of Engineers, and State and Federal Environmental Protection Agencies. Any improvements placed upon the premises shall be and remain personal property of LESSEE, and except for the ramp Improvements, LESSEE may remove any of its improvements and other property from the premises anytime during the term of the leasehold and, if the leasehold shall be terminated prior to its natural expiration, for a reasonable time following such termination. LESSEE shall have reasonable access to the premises for the purpose of any such removal following early termination.

LESSOR shall not make any improvements to the premises, including but not limited to the placement of signs or trash receptacles, without prior written authorization from the LESSEE.



Authorized improvements to the premises by the LESSOR shall be and remain personal property of the LESSOR.

6.

CARE AND OPERATION OF THE PREMISES

LESSEE accepts the premises in their present condition as suited for the use intended by LESSEE.

LESSEE, only to the extent that it maintains similar facilities throughout the State of Georgia and to the extent that LESSEE, as determined solely by LESSEE, has the funds to do so, shall maintain that portion of the premises in good order and repair for the term of the leasehold herein granted except as otherwise provided herein.

LESSEE shall be responsible for any needed repairs to the boat ramp and signs,

LESSEE shall periodically inspect the facility to ensure compliance with Federal funding rules and regulations.

LESSOR agrees to provide for periodic inspection, trash and litter removal, parking area grading, and other routine maintenance, as needed, which enhances the appearance or usefulness of, or local pride in the premises such as grass cutting and removal of silt from the boat ramp.

LESSOR shall provide and suitably maintain an all-weather public access road to the premises and place and maintain boundary markers on the premises.

7.

CLOSURE OF PREMISES

Except under hazardous conditions or emergency, the LESSOR shall not close the premises without written authorization from the LESSEE. In the event of hazardous conditions or emergency the LESSOR shall notify the LESSEE of the closure, expected duration and reopening of the premises as soon as practical.

8.

DEFAULT BY LESSEE

Before LESSOR may assert any remedy for the alleged breach or default in any term of this Lease, LESSOR shall give LESSEE specific, written notice of the alleged default or breach. Upon such written notice of default, LESSEE shall have sixty (60) days within which to cure the alleged breach or default or to dispute LESSOR's assertion of breach or default.

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

Nothing in this lease is intended to diminish any protection afforded either the LESSOR or the LESSEE by the provision of the Georgia Recreational Properties Act (OCGA 51-3-20 through 51-3-26). LESSEE's liability in tort is further governed by the Georgia Tort Claims Act, OCGA Title 50, Chapter 21, Article 2, as now existing or hereafter amended or repealed. No subrogation against LESSEE shall be permitted by any insurance otherwise obtained by LESSOR.

10.

TERMINATION

LESSOR may terminate this Lease upon ninety (90) days written notice to LESSEE upon the occurrence of the following:

The LESSEE allowing use of the property to create a condition constituting a public nuisance or a hazard to the safety and health of the public. Should LESSOR believe that LESSEE has allowed the property to be used in such a way as to create a condition constituting a public nuisance or hazard to the safety and health of the public, LESSOR shall give notice to LESSEE of LESSOR's determination, which notice shall contain the facts upon which LESSOR has relied in reaching its determination. LESSEE shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of actual receipt of the notice in which to challenge LESSOR's determination or to correct the condition of which it was apprised in LESSOR's notice.

LESSEE may terminate this Lease upon ninety (90) days written notice to LESSOR upon the occurrence of the following:

LESSEE has cause to believe the LESSOR does not hold clear title of ownership, or any other defect of legal interest, to the premises. LESSOR shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of LESSOR's receipt of notice in which to challenge LESSEE's determination and to correct the condition appraised in the LESSEE's notice.

11.

#### ASSIGNMENT

LESSEE may not assign any right, title or interest it has under this Lease without consent to LESSOR except to an officer or agency, department, instrumentality or public corporation of the State of Georgia for public purposes.

12.

#### TIME OF ESSENCE

Time is of the essence in this Lease.

13.

#### TAXES

LESSOR acknowledges that the execution of this Lease does not confer any tax-exempt status upon LESSOR or LESSOR'S reversionary interest in the premises during the term of the leasehold.

14.

#### NOTICES

Any notice, statement, request, or authorization (hereinafter simply referred to as "notice") given, or required to be given, hereunder by either party to or from the other shall be in writing and shall be sent by United States Certified Mail, postage prepaid, marked "show to whom, date & address of delivery", to the party to be notified at such party's address as hereinabove set forth. The day upon which any such notice is so mailed shall be the date of service. Each party may from

time to time, by notice to the other, designate a different address to which notices hereunder shall be sent. Any notice reasonably calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Lease.

15.

CONTINUITY

Each provision of this Agreement shall apply to, be binding upon, enforceable against and inure to the benefit or detriment of all the parties hereto and to their respective successors and assigns. Whenever a reference to a part hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

16.

NO WAIVER

No failure of any party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other to their obligations hereunder, and no custom or practice of any of the parties hereto in variance with the provisions hereof, shall constitute a waiver of any party's right to demand exact compliance with provisions hereof.

17.

CUMULATIVE, NOT RESTRICTIVE

All rights, powers and privileges conferred in this Agreement upon all of the parties hereto shall be cumulative of, but not restrictive to, those given by law.

18.

CAPTIONS

The caption of each numbered provision hereof is for the purpose of identification and convenience only and shall be completely disregarded in construing this Agreement.

19.

INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the provisions hereof

shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who herself, himself, or itself, or through her, his, or its agent, prepared the same, it being agreed that the agents and counsel of all parties hereto have participated in the preparation hereof.

20.

ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters provided for herein and constitutes the full, sole, complete and entire agreement among them with respect hereto. No agent, employee, officer or representative of or attorney for either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, amending, adding to, or changing the provisions of this Lease. No modification, amendment or change of, to or in this Agreement shall be binding on either party unless such modification, amendment or change shall be in writing, executed by both parties and by reference incorporated in and made a part of this Lease.

21.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

IN WITNESS WHEREOF, all the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

Signed and sealed

**LESSOR:** Houston County, Georgia

as to **LESSOR**

in the presence of :

\_\_\_\_\_  
Barry Holland, Director of Admin.  
Witness

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

Name: Tommy Stalnaker

Title: Chairman

\_\_\_\_\_  
Notary Public, State of Georgia

Date Notarized: \_\_\_\_\_

My Commission Expires:

(NOTARY PUBLIC SEAL)

Signed and Sealed

as to **LESSEE**

in the presence of:

**LESSEE: DEPARTMENT OF NATURAL  
RESOURCES**

\_\_\_\_\_

Witness

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

Mark Williams

Commissioner

\_\_\_\_\_

Notary Public, State of Georgia

My Commission Expires:

(NOTARY PUBLIC SEAL)

The State Court Clerk currently collects funds for the Board of Education for the “passing school bus” citations from the cameras mounted on certain buses. US Bank can no longer support the existing “lockbox” accounts and therefore we are required by our third-party service providers to set up new accounts. The attached agreements are necessary to accomplish this by the December 31<sup>st</sup> deadline.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing the Participant Agreement with Official Payments Corporation; the Merchant Services Agreement for Sub-Merchants with WorldPay, LLC; and the Tier 3 Service Election and Acknowledgement with Verra Mobility.**



## PARTICIPANT AGREEMENT

This Participant Agreement (the "Participant Agreement") is entered into by and between **OFFICIAL PAYMENTS CORPORATION**, a Delaware corporation ("OPAY"), and the undersigned legal person ("Participant") and is effective as of the last date set forth in the signature block of this Participant Agreement (the "Effective Date") (OPAY and Participant are each a "Party" and collectively the "Parties" to this Participant Agreement).

A. Pursuant to that certain Application Services Master Agreement and one or more of the Schedules attached thereto (collectively, the "Master Agreement") by and between OPAY and American Traffic Solutions, Inc. ("Participant Facilitator"), OPAY provides electronic payment services ("EBPP Services") to Participant Facilitator and its clients, including Participant.

B. Participant desires to appoint OPAY as its agent for the purpose of receiving payments from Participant's payors as more fully described herein.

NOW, THEREFORE, in consideration of the EBPP Services offered to Participant through Participant Facilitator, Participant acknowledges and agrees as follows:

1. **Agency Appointment.** Participant hereby appoints OPAY as its agent for purposes of receiving payments from its payors. Participant acknowledges and agrees that payment of an amount by Participant's payor (a "Payor") to OPAY (via an account specified by OPAY) will constitute full and final settlement of such amount payable by such Payor to Participant, and that any dispute regarding the receipt or amount of the payment shall be between OPAY and Participant.

2. **EBPP Services.** Participant hereby authorizes OPAY to receive payment instructions from and provide payment instructions to Participant Facilitator and interface with Participant Facilitator's personnel in connection with the EBPP Services provided by OPAY to Participant Facilitator pursuant to the Master Agreement and Participant agrees that OPAY may rely on such payment instructions and communications as if provided directly to OPAY by Participant. Participant will be accessing a hosted environment configured for Participant Facilitator and Participant does not have the right or ability to change or customize the hosted environment for its individual needs. Participant must direct any requests for service or other communications relating to the EBPP Services to Participant Facilitator.

3. **Intentionally Omitted.**

4. **Participant Responsibilities; Fees.** OPAY must receive an executed copy of (a) this Participant Agreement and (b) the Merchant Services Agreement for Sub-Merchants between Participant and OPAY (the "Merchant Services Agreement") and OPAY shall be under no obligation to provide EBPP Services prior to its receipt of such executed agreements. Participant agrees to comply with all laws, regulations and payment card rules applicable to Participant and Participant will cooperate in the implementation and performance of the EBPP Services. Unless specifically provided otherwise herein, Participant will owe no fees to OPAY in connection with the EBPP Services and the Parties acknowledge that OPAY will be compensated for the EBPP Services under the Master Agreement. Participant acknowledges and agrees that: (i) in no event will OPAY be responsible for any breach of the agreement between Participant and Participant Facilitator or other claims between Participant and Participant Facilitator and (ii) OPAY is not a party to the written agreement between Participant and Participant Facilitator relating to the subject matter of this Participant Agreement (the "Participant Facilitator Agreement") and this Participant Agreement does not make OPAY liable or responsible for Participant Facilitator's obligations owed to Participant under the Participant Facilitator Agreement. Participant agrees to understand and comply with the NACHA Rules, including assuming the responsibilities of an Originator, as that term is defined in the NACHA Rules, with respect to ACH transactions. Copies of the NACHA Rules may be obtained through NACHA.org. Participant further agrees to regularly monitor its return ratio.

5. **Role of OPAY.** OPAY is not responsible for the amount of payments collected by Participant Facilitator or the amount of any fees charged by Participant Facilitator or whether those payments or fees were accurately invoiced by the Participant Facilitator. Participant hereby agrees not to make OPAY a party to any claim or dispute Participant has with Participant Facilitator regarding payments collected and fees charged by Participant Facilitator.

6. **Reversibility.** If the EBPP Services rendered to Participant include ACH payments, OPAY will notify Participant of any payment included in a transmission for which OPAY has been unable, for any reason to collect the corresponding funds from the funding account, or any payment that is returned for any reason. If the EBPP Services rendered to Participant include credit or debit card payments, OPAY will notify Participant by online report and/or transmitted file of any payment included in a transmission for which OPAY has been notified by the credit card or debit network as invalid, or any payment that is returned or charged-back for any reason. OPAY will use reasonable efforts to provide such notices within two (2) business days of such occurrence (the date that OPAY notifies Participant is referred to as the "Notification Date"). Participant shall accept an electronic debit to the Participant's Designated Account for the aggregate amount of uncollected remittances of which OPAY notifies Participant ("Reversibility"). No

action on the part of Participant, including but not limited to a filing under protection of the Bankruptcy Code, insolvency, attachment, or execution by any third party shall affect OPAY's rights hereunder. Participant agrees that Reversibility shall occur on the next business day following the Notification Date. If for any reason the reversal debit described in this Section 6 is not successful and is returned, then no later than the third (3rd) business day after the Notification Date, Participant shall send to OPAY by Fed Wire the amount of such uncollected remittances, plus interest at the then-current Federal Funds rate for the amount of time that the Participant had the funds.

7. **Term and Termination.** This Participant Agreement commences as of the Effective Date and continues in effect until the earlier of the termination or expiration of (a) the Participant Facilitator Agreement or (b) the Master Agreement (the "Term"). OPAY may immediately terminate or suspend the EBPP Services being provided to Participant in the event (i) OPAY suspects fraud or other violation of law by Participant in connection with the EBPP Services (ii) a third party supplier of OPAY terminates or suspends provision of any services that are material to OPAY delivering the EBPP Services to Participant Facilitator or Participant, (iii) OPAY determines, in its reasonable discretion, that any law, statute, regulation, rule, order or operating procedure causes, or would potentially cause, any EBPP Services to fail to materially comply with such law, statute, regulation, rule (including NACHA or card association rules), order or operating procedure (including OPAY due diligence investigations and the OPAY prohibited customer list), (iv) a change in the rules of any financial network used or utilized by the EBPP Services materially affects OPAY's ability to provide the EBPP Services, (v) Participant becomes insolvent or assigns all, or substantially all, of its assets or business for the benefit of creditors, or (iv) Participant resolves to wind up business, dissolve, or liquidate, or (v) Participant otherwise ceases to conduct business in the normal course.

8. **No Direct Cause of Action; WAIVER OF DAMAGES.** Participant acknowledges and agrees that: (i) any and all claims for damages by Participant resulting from proceedings, claims, demands, losses, liabilities, damages and expenses in connection with or otherwise arising out of this Participant Agreement or the EBPP Services ("Services Claims") must be asserted or filed against Participant Facilitator and not OPAY; (ii) as between Participant Facilitator and OPAY, Participant Facilitator will be solely liable for any Services Claims; and (iii) OPAY shall have no liability to Participant for damages in connection with any Services Claims; IN NO EVENT SHALL OPAY BE LIABLE TO PARTICIPANT OR ANY THIRD PARTY UNDER THIS PARTICIPANT AGREEMENT, OR THE MASTER AGREEMENT, SCHEDULES, EXHIBITS, OR OTHERWISE, REGARDLESS OF THE FORM OF CLAIM OR ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. SUCH LIABILITY TO PARTICIPANT AND/OR THIRD PARTIES IS HEREBY EXPRESSLY DISCLAIMED AND LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW FOR DIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AS CONSEQUENTIAL DAMAGES), EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF, OR INABILITY TO USE, THE EBPP SERVICES, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS PARTICIPANT AGREEMENT OR THE MASTER AGREEMENT.

9. **Confidentiality.** Each Party receiving Confidential Information (as defined below) (the "Receiving Party") shall use the Confidential Information disclosed by the other Party (the "Disclosing Party") solely for the purposes of performing its obligations under this Participant Agreement and shall disclose such Confidential Information only as specifically authorized below. "Confidential Information" for purposes of this Participant Agreement means all proprietary or confidential information of the Parties, their respective affiliates, which is (i) designated in writing as such; or (ii) by nature of the circumstances surrounding the disclosures in good faith ought to be treated as proprietary or confidential. Receiving Party shall not disclose Confidential Information of Disclosing Party, except to Participant Facilitator, and to Receiving Party's employees, consultants or any third party having a legitimate business purpose with respect to this Participant Agreement, and having a need to know such Confidential Information for performance hereunder. Notwithstanding anything to the contrary herein, the Parties understand and agree that OPAY's obligations to prevent unauthorized access by third parties to Participant's payor or client data ("End User Data") are exclusively set forth in the Master Agreement and are owed, if at all, exclusively to Participant Facilitator. Any failure or alleged failure by OPAY to meet any such obligations shall not be a breach of this Participant Agreement. If any employee, officer, director, consultant, or agent of Receiving Party violates or threatens to violate the provisions of this Section 9, or if any third party obtains any Confidential Information through Receiving Party's breach of its obligations under this Section 9, then such Receiving Party shall take, at its own expense, all actions that may be required to remedy such violation, recover such Confidential Information and to prevent further dissemination or use of such Confidential Information, including, but not limited to, legal actions for seizure and injunctive relief, to the extent available under applicable law. If Receiving Party fails to take such actions in a timely and adequate manner, then Disclosing Party or its designee may take such actions in its own name or Receiving Party's name and at Receiving Party's expense. Each Party acknowledges that the other Party's Confidential Information contains valuable trade secrets and proprietary information of such Party, that any actual or threatened breach of this Section shall constitute immediate, irreparable harm to such Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The obligations of this Section 9 shall survive termination of this Participant Agreement.

10. **Intellectual Property Rights.** Nothing in this Participant Agreement shall be construed to give

Participant any right, title, or interest in any OPAY IP. If, by operation of law, Participant is deemed to possess any rights in or to any OPAY IP, then Participant hereby assigns such rights to OPAY. To the extent the acquired rights in the OPAY IP are inalienable under applicable law, Participant hereby waives such rights and, if such waiver is deemed invalid, grants OPAY, its licensors and their designees the exclusive, irrevocable, perpetual, worldwide, royalty free right to use, market, modify and grant licenses to such items without identifying Participant or seeking Participant's consent. As used in this Participant Agreement, "OPAY IP" means all right, title and interest in and to patents, designs, trade secrets, Confidential Information, trademarks (whether registered or unregistered), copyrights and other intellectual property of OPAY.

11. **Third Parties.** This Participant Agreement does not create a multi-party agreement or a joint venture by or among the Parties or any third party (including other Participants and Participant Facilitator), and nothing shall be construed to create third party beneficiaries of this Participant Agreement. This Participant Agreement is for the benefit of, and may be enforced only by, OPAY and Participant and is not for the benefit of, and may not be enforced by, any other party.

12. **Miscellaneous.** This Participant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Georgia without regard to conflicts of law provisions and any disputes shall be litigated in the courts of the State of Georgia. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS PARTICIPANT AGREEMENT OR OTHERWISE RELATED TO THIS PARTICIPANT AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS. This Participant Agreement may not be assigned by Participant and Participant may not subcontract, resell, or redistribute the EBPP Services. This Participant Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, transferees and assignees. OPAY may amend this Participant Agreement upon notice to Participant. If any provision of this Participant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Participant Agreement will be construed as if such provision is not contained in the Participant Agreement. Any and all notices, requests, demands and other communications required or otherwise contemplated to be made under this Participant Agreement shall be in writing and in English to the address set forth below the signature block, provided by one or more of the following means and deemed to have been duly given upon receipt if delivered personally, by overnight courier service, or by certified or registered mail (postage prepaid and return receipt requested). Either Party may change its address by giving notice as provided herein of the new address to the other Party. Any delay in or failure of performance by OPAY under this Participant Agreement or the Master Agreement shall not be considered a breach of this Participant Agreement and shall be excused to the extent such delay in or failure of performance is caused by a force majeure event, defined as any occurrence beyond the reasonable control of OPAY. This Participant Agreement constitutes the entire agreement between the Parties regarding this matter, and it supersedes all prior discussions or agreements related to the same. This Participant Agreement may be executed in counterparts, each of which shall be considered an original, but together shall constitute one and the same instrument. The exchange of a fully executed Participant Agreement (in counterparts or otherwise) by fax, .pdf, .pic, .tif, .jpg or other legible image file shall be sufficient to bind the Parties to the terms and conditions of this Participant Agreement.

IN WITNESS WHEREOF, the Parties cause this Participant Agreement to be signed by the duly authorized representatives of OPAY and Participant on the dates specified below.

**OFFICIAL PAYMENTS CORPORATION**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PARTICIPANT NAME**  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Address:** Official Payments Corporation  
 Attention: Contracts Administration  
 6060 Coventry Drive  
 Elkhorn, Nebraska 68022

**Address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS

This MERCHANT SERVICES AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively "Acquirer") and \_\_\_\_\_ ("Sub-merchant") in connection with the agreement between Sub-merchant and Official Payments Corporation ("Provider"). Acquirer will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant may have contracted with Provider to obtain certain processing services and that Provider may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

- 1. Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, and Discover websites for a copy of the Visa, MasterCard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers.

If appropriately indicated in Sub-merchant's agreement with Provider, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

- 2. Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant, v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant, either directly to the Sub-merchant-Owned Designated Account or through Provider to an account designated by Provider ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or Provider.

4. **Term and Termination.** This Agreement shall be binding upon Sub-merchant upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Agreement by issuing a merchant identification number, and shall be coterminous with Provider's agreement with Sub-merchant.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk to Acquirer or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association deregisters Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider. If Provider is unable to provide its services to Sub-merchant in connection with this Agreement and Acquirer elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Acquirer's relationship with Sub-merchant. If Provider subsequently provides its services to Sub-merchant in connection with this Agreement, Acquirer will cease to provide such services after receipt of notice from Provider and this Agreement will govern Acquirer's relationship with Sub-merchant.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the State of Georgia without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant in accordance with Acquirer's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Member Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Sub-merchant.

IN WITNESS WHEREOF, this Agreement has been executed by Sub-merchant's authorized officer as of the date set forth below.

SUB-MERCHANT: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_



### **Tier 3 Service Election and Acknowledgement**

If the Houston County is electing Tier 3 Service, please complete the following documents and return them along with the executed copy of this Tier 3 Service Election and Acknowledgement pursuant to the instructions set forth in the cover letter.

1. Service Election and Acknowledgement Form (this page)
2. Business Rules Questionnaire, Payment Processing Section
3. Form W-9, Request for Taxpayer Identification Number and Certification
4. CAFR (Comprehensive Annual Financial Report)
5. Financial Information Request Form
6. Participant Agreement
7. SubMerchant Agreement
8. Beneficial Ownership Certification
9. Bank Account Verification Letter – letter from client’s bank (on bank letterhead) verifying details of client’s destination deposit account for citations

#### **US Bank Documents**

10. New Account Opening Form (prep for New Account Interview)
11. KYC Questionnaire (for entities who are not currently clients of US Bank)
12. Master Services Agreement (MSA) – Governmental Entities (and Instructions)
13. MSA Appendix A – Account Signers (and Instructions)
14. MSA Appendix B – Treasury Management Signers (and Instructions)

#### **Acknowledgement & Agreement**

- The Houston County elects Tier 3 Service as described in the cover letter and enclosed materials.
- The Houston County agrees to the changes to the County’s Business Rules Questionnaire as set forth in the Tier 3 Service package, and to the extent that any of the changes described herein conflict with the terms of the agreement between Houston County and Verra Mobility, the terms of this Tier 3 Service Election and Acknowledgement control.
- US Bank Retail Lockbox will no longer be the County’s lockbox provider; upon completion of the transition, lockbox services will be provided by Retail Lockbox, Inc., and the Houston County shall be a submerchant to Verra Mobility under Verra Mobility’s agreement with Retail Lockbox, Inc.
- During the period of time between when the Houston County elects Tier 3 Service and when the County approves the new program notices, no changes may be made to program notices. Verra Mobility is committed to making this process as quick and efficient as possible. We anticipate that Verra Mobility will have draft notices to you for your review within 2-3 weeks from receipt of the County’s executed Tier 3 Service Election and Acknowledgement. Please note, no changes to program notices will be implemented prior to **October 15, 2019**.



- I have the authority to execute this Tier 3 Service Election and Acknowledgement on behalf of the Houston County.

**Houston County, Georgia**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

This change order on the 2019 Spot Overlay project is necessary due to a water main break on Sandy Run Court. The section of the roadway was overlaid after the Water Department made the required repairs to preserve the structural integrity of the damaged sections of roadway.

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

- approve
- disapprove
- table
- authorize

**Chairman Stalnaker signing Change Order #1 with Womack Paving, Inc. on the 2019 Spot Overlay project increasing the original contract price of \$97,210.50 by \$3,379.11 for a new contract price of \$100,589.61.**





**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

# Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar, Director of Operations

A handwritten signature in black ink, appearing to read "R. Dunbar", is written over the name Robbie Dunbar.

CC: Brian Jones, County Engineer  
Ken Robinson, Traffic Engineer

Date: October 29, 2019

Re: 2019 Spot Overlay Change Order #1

---

Please find attached proposal for Change Order No. 1 for increase in contract price of \$3,379.11 for the 2019 SPOT Overlay maintenance contract. This increase is due to the addition of Sandy Run Court to the list of roads because of a water line repair. Please consider this request for approval of Change Order No. 1.

Thank you for your consideration of this request.

Attachments – Memorandum from Brian Jones, County Engineer  
Change Order No. 1



**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

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## MEMORANDUM

**To:** Robbie Dunbar, Director of Operations

**From:** Brian Jones, County Engineer *[Signature]*

**Date:** Monday, October 28, 2019

**CC:** Ken Robinson, Traffic Engineer

**RE:** 2019 Spot Overlay Change Order #1

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Please consider this request to approve the following change order to the **2019 Spot Overlay**, maintenance contract.

CHANGE ORDER #1 - The purpose of this change order is adding Sandy Run Court to the list of roads where a section of roadway was overlaid due to the repairs made by the Houston County Water Department to a water main break. The Contractor, as directed by the engineer, resurfaced the section of road in order to preserve the structural integrity of damaged sections of roadway. The contract material quantities were exceeded because of the addition of Sandy Run Court.

Total Change Order - **\$3,379.11** in the contract amount.

**Change Order**  
No. 1

Project: 2019 Spot Overlay

Date: October 24, 2019

Owner: Houston County Board of Commissioners

Contractor: Womack Paving, Inc.

Engineer: Ken Robinson

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

Description: As directed by the Engineer, the Contractor was asked to repair and resurface damaged portions of Sandy Run Court due to water line repair.

Purpose of Change Order: The purpose of this change order is to make repairs to failing sections of roadways in order to preserve the structural integrity of damaged roadway sections.

<u>Change in Contact Price:</u>	<u>Change in Contract Time</u>
Original Contract Price \$ <u>97,210.50</u>	Original Contract Time <u>June 14, 2019</u> Days or date
Previous Change Orders No. <u>  </u> to No. <u>  </u> \$ <u>N/A</u>	Net Change from previous Change Orders <u>N/A</u> Days
Contract Price prior to this Change Order \$ <u>97,210.50</u>	Contract Time Prior to this Change Order <u>June 14, 2019</u> Days
Net <u>Increase</u> (decrease) of this Change Order \$ <u>3,379.11</u>	Net Increase (decrease) of this Change Order <u>0</u> Days
Contract Price with all approved Change Orders \$ <u>100,589.61</u>	Contract Time with all approved Change Orders <u>June 14, 2019</u> Days or date

Recommended:

Approved:

Approved:

By: Duan Jones  
Engineer

By: \_\_\_\_\_  
Owner

By: Boyle Harrington  
Contractor

Date: \_\_\_\_\_

We received a request from Mr. John Rowlands, Race Director of the annual “Run 2 End Alzheimer’s at the Landing’s” to benefit Alzheimer’s, for approval on Saturday, April 4, 2020 as the race date. The Landing Pointe Plaza in Bonaire will serve as both the start and finish for the 5K and 10K runs. The Statham’s Landing Homeowners’ Association and the owners of the Landing Pointe shopping center have approved the event and date already; additionally, the Central Georgia Alzheimer’s Association also supports and endorses this event. Mr. Rowlands has asked the Sheriff Department for assistance with traffic control and they have agreed to lend their support to the event. Last year’s event raised \$29,166 for the Alzheimer’s Association and their goal is to increase awareness and raise these funds for the care, support and research into a cure for Alzheimer’s.

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

- approve
- disapprove
- table
- authorize

**support for the upcoming 10<sup>th</sup> Annual “Run 2 End Alzheimer’s at the Landing’s” to benefit the Central Georgia Alzheimer’s Association. The event will take place on Saturday, April 4, 2020 starting and finishing at the Landing Pointe Plaza in Bonaire. The Sheriff Department has agreed to assist with traffic control during the hours of the race.**

One of the two chillers on the courthouse building is running at only 50% capacity due to the fan motor and compressor requiring replacement. Public Works staff recommends contracting with Hays Mechanical, who recently repaired the chiller systems at the Detention Center and is now servicing them for the County under a maintenance contract, to perform this work.

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

- approve
- disapprove
- table
- authorize

**the award of the courthouse chiller repair project, to include the installation of a new compressor and condenser fan motor, to Hays Service of Macon in the amount of \$35,614.00.**




**HOUSTON COUNTY  
PUBLIC WORKS DEPARTMENT**

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

# Memo

To: Houston County Board of Commissioners  
From: Robbie Dunbar, Director of Operations   
CC: Michael Phillips, Facilities Superintendent  
Date: October 9, 2019  
Re: Proposal for New Compressor and Condenser Fan Motor

---

Please find attached proposal from Hays Service to furnish and install a new compressor and condenser fan motor on the Chiller at the Superior Courthouse. The current fan motor and compressor no longer work causing one of two chillers to operate at 50% capacity.

Thank you for your consideration of this request.

Attachments – Proposal from Hays Service

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PROJECT  
PROPOSAL FOR:

*Houston County Public  
Works*

DATE:

**September 30, 2019**

PROPOSAL NUMBER

**DE19-135**

**INNOVATIVE HVAC SERVICE SOLUTIONS**

4312 Interstate Drive | Macon, Georgia 31210 | Phone: (478) 475-4118 | Fax: (478) 475-5350

# Scope of Work

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Houston County Public Works

## Summary of Services

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Furnish and installation of new compressor and condenser fan motor:

Began by locking/tagging out disconnect to existing chiller.

Valve off suction and discharge valves at compressor.

Recover remaining refrigerant in compressor.

Remove old compressor via boom truck and install new compressor.

Connect all suction and discharge lines, making sure all is sealed.

Vacuum system down and start.

Start compressor via manufacturer recommendations and verify proper operation.

Remove bad condenser fan motor and install new motor.

Verify proper rotation of fan and start unit.

Verify proper operation of unit.



# Pricing

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*This agreement is subject to the customer's acceptance of Hays Service Terms and Conditions.*

Description	Investment
<b>Furnish and installation of new compressor and condenser fan motor on unit.,</b>	<b>\$35,614.00</b>
<b>Total</b>	<b>\$35,614</b>

# Authorization

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## Customer Acceptance

Printed Name: Michael Phillips

Title:

Acceptance Date: Not yet accepted



Michael Phillips

## Hays Service Acceptance

Submitted By: Dennis Earwood

Cell: 478-475-4118

Office: 478-475-4118

Proposal Date: September 30, 2019

A stylized signature of Dennis Earwood in cursive script, enclosed in a large left-facing square bracket.

2019-09-30 17:19:14

# Terms and Conditions

## Project Agreement Terms and Conditions

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
  2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.
  3. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
  4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
  5. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
  6. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
  7. Any legal action against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
  8. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
  9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
  10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
  11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
- Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
12. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Confidential and Proprietary. No Unauthorized Reproduction or Use.

# 16

## Summary of bills by fund:

• General Fund (100)	\$1,972,258.27
• Emergency 911 Telephone Fund (215)	\$ 281,644.97
• Fire District Fund (270)	\$ 48,813.19
• 2006 SPLOST Fund (320)	\$ 161,911.47
• 2012 SPLOST Fund (320)	\$ 513,384.82
• 2018 SPLOST Fund (320)	\$1,508,049.43
• Water Fund (505)	\$ 331,439.43
• Solid Waste Fund (540)	<u>\$ 977,701.92</u>
Total for all Funds	\$5,795,203.50

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

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$5,795,203.50