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July 6, 2021

COUNCIL AGENDA

6:00 PM

PERRY EVENTS CENTER

1121 MACON ROAD, PERRY, GA 31069

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Pro Tempore Robert Jones, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Pro Tempore Robert Jones
4. Recognition(s)/Presentation(s):
 - 4a. Introduction of Captain Alan Everidge – Chief S. Lynn.
5. Community Partner(s) Update(s):
6. Citizens with Input.
7. Public Hearing: Mayor Pro Tempore Robert Jones
The purpose of this public hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.
 - 7a. ANNX-117-2021. Applicant, Perry Volunteer Outreach, request the annexation and rezoning of property from R-AG (County), Residential-Agricultural District to C-2 (City), General Commercial District. The property is located at US 41 South and South Perry Parkway; Tax Map No. 000340 065000; 000340 015000; 000190 010000 – Ms. H. Wharton.
 - 7b. RZNE-150-2021. Applicant, Garrette Martin Excavating & Hauling, Inc., request the rezoning of property from PUD, Planned Unit Development to R-2, Two-Family Residential District. The property is located on Langston Road; Tax Map No. 0P0610 006000 – Ms. H. Wharton.
8. Review of Minutes: Mayor Pro Tempore Robert Jones
 - 8a. Council's Consideration – Minutes of the June 14, 2021 work session, June 15, 2021 pre council meeting, and June 15, 2021 council meeting. *(Council Member Darryl Albritton was absent from the June 14, 2021 work session.)*

9. Old Business:

9a. Ordinance(s) for Second Reading(s) and Adoption:

1. **Second Reading** of an ordinance for the rezoning of property from C-2, General Commercial to R-3, Multi-Family Residential District. The property is located at 711 Joe Louis Drive; Tax Map No. 0P0150 025000 (***Applicant has requested to withdraw this petition***) – Mr. B. Wood.
2. **Second Reading** of an ordinance for modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions – Mr. B. Wood.

10. Any Other Old Business: Mayor Pro Tempore Robert Jones

- 10a. Mayor Pro Tempore Robert Jones
- 10b. Council Members
- 10c. City Attorney Brooke Newby
- 10d. City Manager Lee Gilmour
- 10e. Assistant City Manager Robert Smith

11. New Business: Mayor Pro Tempore Robert Jones

11a. Matters referred from July 6, 2021 pre council meeting.

11b. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of an ordinance for the annexation of property to the City of Perry. The property is located at US 41 South and South Perry Parkway; Tax Map No. 000340 065000; 000340 015000; 000190 010000 – Ms. H. Wharton. (*No action required by Council*)
2. **First Reading** of an ordinance for the rezoning of property from R-AG (County), Residential-Agricultural District to C-2 (City), General Commercial District. The property is located at US 41 South and South Perry Parkway; Tax Map No. 000340 065000; 000340 015000; 000190 010000 – Ms. H. Wharton. (*No action is required by Council*)
3. **First Reading** of an ordinance for the rezoning of property from PUD, Planned Unit Development to R-2, Two-Family Residential District. The property is located on Langston Road; Tax Map No. 0P0610 006000 – Ms. H. Wharton. (*No action is required by Council*)

11c. Resolution(s) for Consideration and Adoption:

1. Resolution amending the City of Perry Personnel Management System to add Juneteenth as a city holiday and to authorize additional regular leave time for employees to compensate the first Juneteenth holiday – Mr. L. Gilmour.

11d. Intergovernmental Agreement relative to disaster management software between Houston County, Houston County Emergency Management Agency, City of Warner Robins, City of Perry, and City of Centerville – Chief L. Parker.

11e. Intergovernmental Agreement relative to sewer service between the Houston County Board of Education and the City of Perry – Ms. B. Newby.

11f. Software contract between eSCRIBE Software Ltd. and the City of Perry – Ms. A. Warren.

12. Council Members Items:

13. Department Heads/Staff Items.

14. General Public Items:

15. Mayor Pro Tempore Items:

16. Adjourn.



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STAFF REPORT

From the Community Development Department

June 9, 2021

REVISED

June 18, 2021

CASE NUMBER: ANNX-117-2021
APPLICANT: Perry Volunteer Outreach
REQUEST: Annexation and Rezone from R-AG (County) to C-2 (City)
LOCATION: US 41 South and South Perry Parkway; Tax Map No. 000340 065000; 000340 015000;
000190 010000

ADJACENT ZONING/LANDUSES:

Subject Parcels: 000340 065000: R-AG (County); undeveloped
000340 015000: R-AG (County); single-family home
000190 010000: R-AG (County); undeveloped
North: C-2, General Commercial; undeveloped
South: C-2, General Commercial; Perry Volunteer Outreach facilities
East: C-2, General Commercial; undeveloped
West: PUD, Planned Unit Development; The Preserve at Agriculture Village

BACKGROUND INFORMATION: The subject parcels consist of three parcels totaling 12.12 acres. All three parcels are owned by Perry Volunteer Outreach and are used in support of their ministry. Perry Volunteer Outreach owns several of the properties adjacent to the subject parcels to the south. These properties contain the majority of Perry Volunteer Outreach's facilities. The only development on the subject properties is a single-family home on parcel 000340 015000. The applicant is not proposing any new development on any of the subject properties and no change in use. The applicant is requesting annexation into the City of Perry and a City zoning classification of C-2, General Commercial District, consistent with the other properties owned by Perry Volunteer Outreach.

STANDARDS FOR ESTABLISHING A ZONING CLASSIFICATION:

- 1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?** The applicant indicates there are no covenants or restrictions placed on the property.
- 2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.** The surrounding uses are primarily general commercial development to the south and undeveloped general commercial property to the north toward Perry Parkway. The development to the south is the existing Perry Volunteer Outreach facilities. Because the

applicant is not proposing a change in use or planned development, the requested zoning classification is compatible with the uses and development of surrounding properties.

3. **Describe why the proposed zoning district will not adversely impact the use of surrounding properties.** The applicant is not proposing a change in use or development; therefore, the proposed zoning district will not adversely impact the use of surrounding properties.
4. **Describe how the proposed zoning district is consistent with the Comprehensive Plan.** The subject properties are located in both the "Gateway Corridor" and "Agriculture" character areas as identified in the 2017 Joint Comprehensive Plan Update. The Gateway Corridor Character Area's suggested development patterns include homes, shops, small businesses, and institutions grouped in attractive mixed-use centers. The Agriculture Character Area seeks to conserve the rural nature of the character area. Since the applicant is not proposing development, this annexation and requested zoning classification is aligned with the intent of the comprehensive plan.
5. **Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.** The applicant is not proposing a change in use or development; therefore, there is no expected affect upon existing public facilities or services.
6. **Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.** There are no existing or changing conditions affecting the use and development of the subject property. Annexation into the City of Perry would support more consistency within the City's zoning map and prevent the future creation of unincorporated islands. Annexation would allow all the applicant's property to be located within the City of Perry with consistent zoning.

STAFF RECOMMENDATION: Based on evaluation of the standards above, Staff recommends approval of the annexation with the requested C-2, general commercial, zoning classification, with the following condition:

1. Parcels 000340 015000 and 000190 010000 are subject to a landscape easement in favor of the City along the front property line for commercial properties located outside 1,100 feet of a major intersection.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the annexation with the requested C-2, general commercial, zoning classification, with the following condition:

1. Parcels 000340 015000 and 000190 010000 are subject to a landscape easement in favor of the City along the front property line for commercial properties located outside 1,100 feet of a major intersection.


Eric Z. Edwards, Chairman of the Planning Commission

6/18/21
Date



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Application for Annexation
 Contact Community Development (478) 988-2720

Application # ANNX -
0117-2021

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Perry Volunteer Outreach, Inc	Perry Volunteer Outreach, Inc
*Title	by Kelly G Hillis, Treasurer	
*Address	PO Box 1824 Perry GA 31069	
*Phone	478-954-9797	
*Email	kghillis@yahoo.com	

Property Information

*Street Address or Location See attached

*Tax Map #(s) See attached [000340 015000 & 000340 065000] *PM*

*Legal Description
 A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available;
 B. Provide a survey plat of the property, tied to the Georgia Planes Coordinate System.

Request

*Current County Zoning District R-AG *Proposed City Zoning District C-2 - No change

*Please describe the existing and proposed use of the property
Property is currently used as part of the ministry of Perry Volunteer Outreach, Inc. It includes housing as well as agricultural purposes.

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the requested zoning classification meets these standards). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Annexation applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3:** Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes No
 If yes, please complete and submit a Disclosure Form available from the Community Development office.

8. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

9. Signatures:

*Applicant <i>Perry Volunteer Outreach, Inc</i>	*Date
*Property Owner/Authorized Agent <i>Whelan, Treasurer</i>	*Date <i>4/22/21</i>

Standards for Granting a Zoning Classification

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
6. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

Street address or location - US41 South and S Perry By Pass
(see attached plat)

tax map 1 - 3.33 ac 034 00650 ; 2.4.25 ac 0340 0150 ; 3.2.54 ac
0910 0100

Legal description - see attached plat

Standards for granting a zoning classification

1. There will be no change in current use as a result of the requested annexation. There are no current plans to develop property
2. To the extent there will be no change in use, there will be no impact
3. see # 2 above
4. As is understood by applicant, the current use is contemplated in the Comprehensive Plan
5. To the extent there will be no change in use, no additional burden is possible
6. There will be no change in use,



ANNEXATION PLAT FOR

PERRY VOLUNTEER OUTREACH INC

LAND LOT 318
HOUSTON COUNTY,
GEORGIA
SCALE 1"=200'

JONES SURVEYING COMPANY
PERRY, GEORGIA (478) 987-2705

SOUTH PERRY BYPASS
R/W VARIES

A=101.30'
R=5809.56'
S 80°05'45"E
101.30'

N 00°23'53"E 1111.85'
PARCEL 1 - 2.535 AC
PB 88 - PG 112

N 88°34'00"W
100.07'

LL 48 14TH DIST
LL 318 13TH DIST

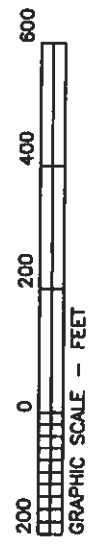
PARCEL 'P'
6.26 ACRES

PARCEL 'C'
8.00 ACRES
PB 54 PG 27

PERRY VOLUNTEER
OUTREACH INC

U.S. HIGHWAY 341
200' R/W

REFERENCE



GRAPHIC SCALE - FEET

N 00°23'22"W
98.75'

676.92'

250.35'

N 86°15'27"W
854.37'

M.41.54°42' N
501.13'

N 18°32'11"E
572.14'

190.93'

173.17'

S 68°12'28"E 684.30'

258.48'

S 70°07'49"E 1011.38'

R/W

R/W



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STAFF REPORT

June 8, 2021

CASE NUMBER: RZNE-150-2021
APPLICANT: Garrette Martin Excavating & Hauling, Inc.
REQUEST: Rezone from PUD, Planned Unit Development to R-2, Two-Family Residential District
LOCATION: Langston Road; Tax Map No. 0P0610 006000

BACKGROUND INFORMATION: The subject property consists of 21.84 acres and is currently zoned PUD, Planned Unit Development. It was part of a larger parcel annexed into the City in 2007 which was zoned PUD for single-family residential development. The annexation was contested by the County and mediation pursued. The mediation settlement limited the development to 87 single-family dwelling units on the overall parcel. In 2018, the parcel was split into two parcels and the portion to the south was zoned C-1, Highway Commercial. Based on the size of the subject parcel compared to the original parcel, the subject parcel is currently limited to 43 single-family dwelling units. O.C.G.A. Section 36-36-117 prevents the City from changing the zoning, land use, or density of annexed property for a period of one year following final resolution of an objection to the annexation. The objection was resolved prior to annexation on February 6, 2007. Since it has been over 14 years since the annexation, the City may change the zoning, land use and density of the property.

The applicant is proposing to zone the property R-2, Two-family Residential District, and develop it with 99 townhomes. In compliance with standards for townhomes in Section 4-3.1(A) of the Land Management Ordinance (LMO), each townhome lot will be at least 2,000 square feet in area and at least 2,000 square feet of open space per unit will be provided.

A conceptual site plan is provided and appears to comply with all requirements of LMO Section 4-3.1(A). Verification of compliance with all applicable standards will be made during site plan permit review. The site layout calls for a 75-foot setback from Langston Road to allow for future road widening, 10.14 acres of open space including a 20-foot buffer adjacent to Greystone Subdivision, reservation of space for a portion of the City's regional stormwater detention pond, and a street connection to Greystone Subdivision. Because Greystone Subdivision and the original subdivision planned on the subject property both exceeded 30 lots, the street connection between the two developments is required under the International Fire Code.

The applicant indicates there are no covenants or restrictions which prevent the proposed development.

STANDARDS GOVERNING ZONE CHANGES:

1. The existing land uses and zoning classification of nearby properties.

	Zoning Classification	Land Uses
North	PUD and County RAG	Lake Forest Subdivision and single-family residential uses
South	C-1, Highway Commercial	Undeveloped
East	C-2, General Commercial	Undeveloped, church planned
West	R-2A, Single-family Residential	Greystone Subdivision with single-family residential uses

2. **The suitability of the subject property for the zoned purposes.** The subject property is suitable for single-family residential use as it is currently zoned. Because about half of the original parcel has been subdivided from the subject parcel, a new development plan would have to be approved.
3. **The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** As currently zoned, the subject property is limited to 43 single-family lots. Approximately 4.9 acres of the property is subject to a drainage and utility easement. The City will obtain an additional 2.42 acres of the property for construction of a regional stormwater detention pond. Approximately 34 percent of the property is limited by the existence of a drainage and utility easement and area for the City's regional stormwater detention pond. The shape and dimensions of the remaining 14.51 acres of developable area could limit the number and layout of single-family residential lots.
4. **The extent to which the destruction of property values of the subject property promotes the health, safety, morals, or general welfare of the public.** The current and proposed zoning classification does not pose any threat to the health, safety, morals, or general welfare of the public and surrounding neighborhood. While the current zoning of the property limits the number of lots to 43, the original plan approved 87 lots which would only connect directly or indirectly to Langston Road. The proposed 99 lots will only connect to Langston Road (directly or via Greystone Subdivision).
5. **The relative gain to the public as compared to the hardship imposed upon the individual property owner.** The drainage and utility easement and the regional stormwater detention pond are important to the health, safety, and general welfare of the public and reduces the developable area of the subject property by about 34 percent. The number of trips generated by townhomes is about half those generated by single-family homes (5.49 average trips per day vs. 9.52 average trips per day).
6. **Whether the subject property has a reasonable economic use as currently zoned.** Approximately 34 percent of the subject property cannot be developed due to existing easements and planned public stormwater improvements. The remaining portion of the subject property can be developed for single-family residential lots though the shape and dimensions may limit the number of lots possible.
7. **The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.** The subject property has never been developed. Lake Forest subdivision has been under development since 2007; Greystone subdivision has been under development since 2019; commercial properties to the east are being prepared for development.
8. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** Properties to the north and west of the subject property are zoned and developed as single-family detached residential uses. Properties to the south and east are zoned for commercial uses. The proposed townhome development would create a transitional use between the two land uses.
9. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The proposed use of the property should not adversely affect existing uses, or the usability of nearby properties based on the proposed layout of the site and the City of Perry's development standards. The required street connection between the subject property and Greystone subdivision could impact traffic between the two developments.
10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject property is identified as a "Suburban Residential" character area in the 2017 Joint Comprehensive Plan Update. This character area indicates the need for "greater variety of housing types" and "housing diversity, particularly in terms of higher density and greater affordability." The suggested development pattern includes "location of higher-density housing near commercial centers, or along arterial roads."


11. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** While the subject property is currently undeveloped, any new residential development will increase the use of existing streets, utilities, and school facilities. Water, sewer, and stormwater facilities will be provided by the City of Perry. Langston Road is identified as an arterial street in the City's street classification plan and has adequate capacity to serve the proposed project. The Houston County Board of Education has been notified of this project.
12. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.** Single-family residential subdivisions along the Langston Road corridor continue to build out. A church has purchased the property directly to the east of the subject property and plans to build soon. Property at the corner of Langston Road and Houston Lake Road is being cleared for commercial listing.

STAFF RECOMMENDATION: Staff recommends approval of the zoning change with the following conditions:

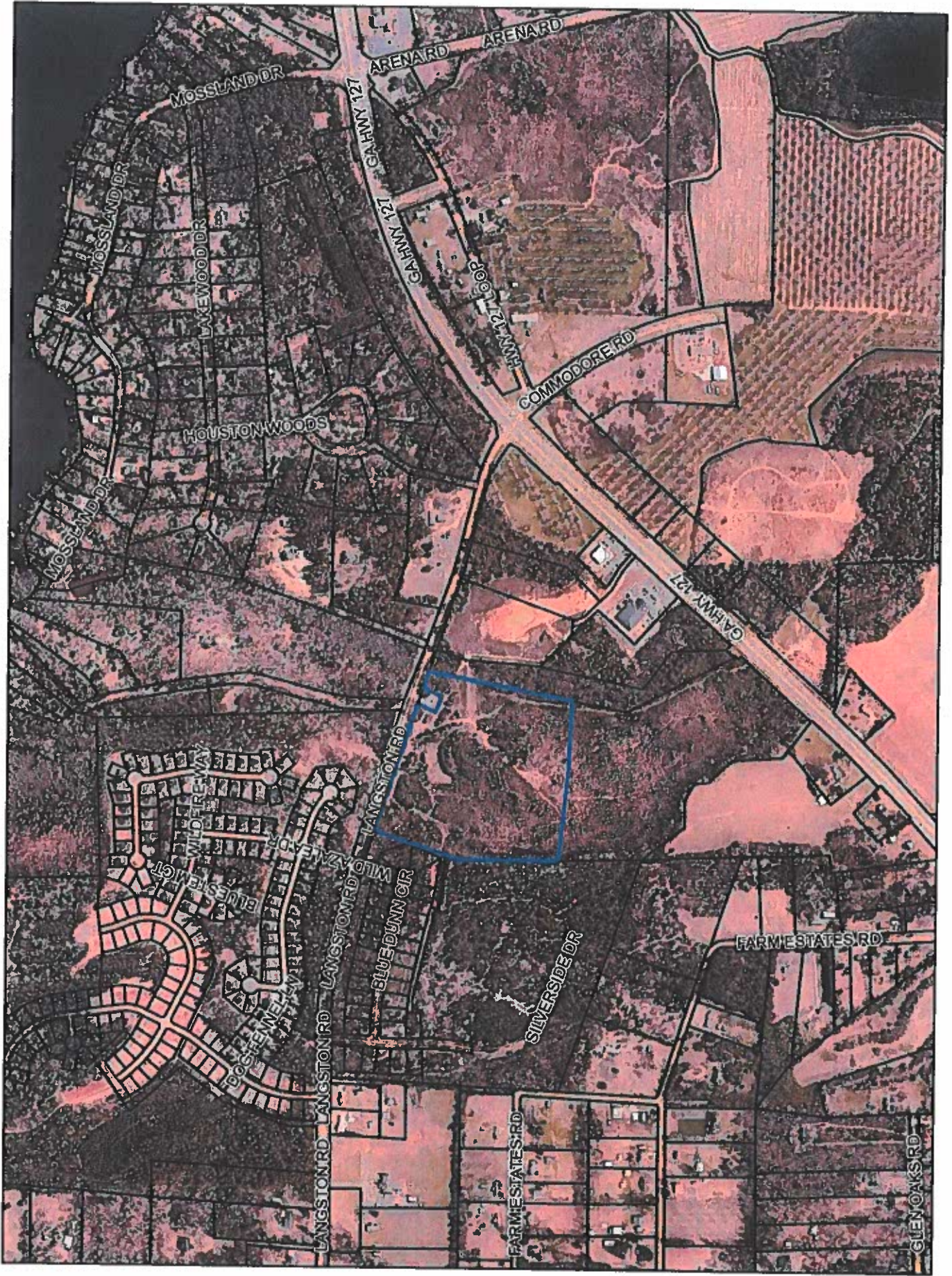
1. Development of the subject property shall be substantially consistent with the conceptual site plan presented with the application prepared by Rowland Engineering, and dated 5/13/2021.
2. The developer of the subject property shall install a speed table at least 7-feet wide across the street connecting Greystone subdivision and the subject property, and the street shall be designated as "One Way" with the traffic flowing from Greystone subdivision (from west to east).

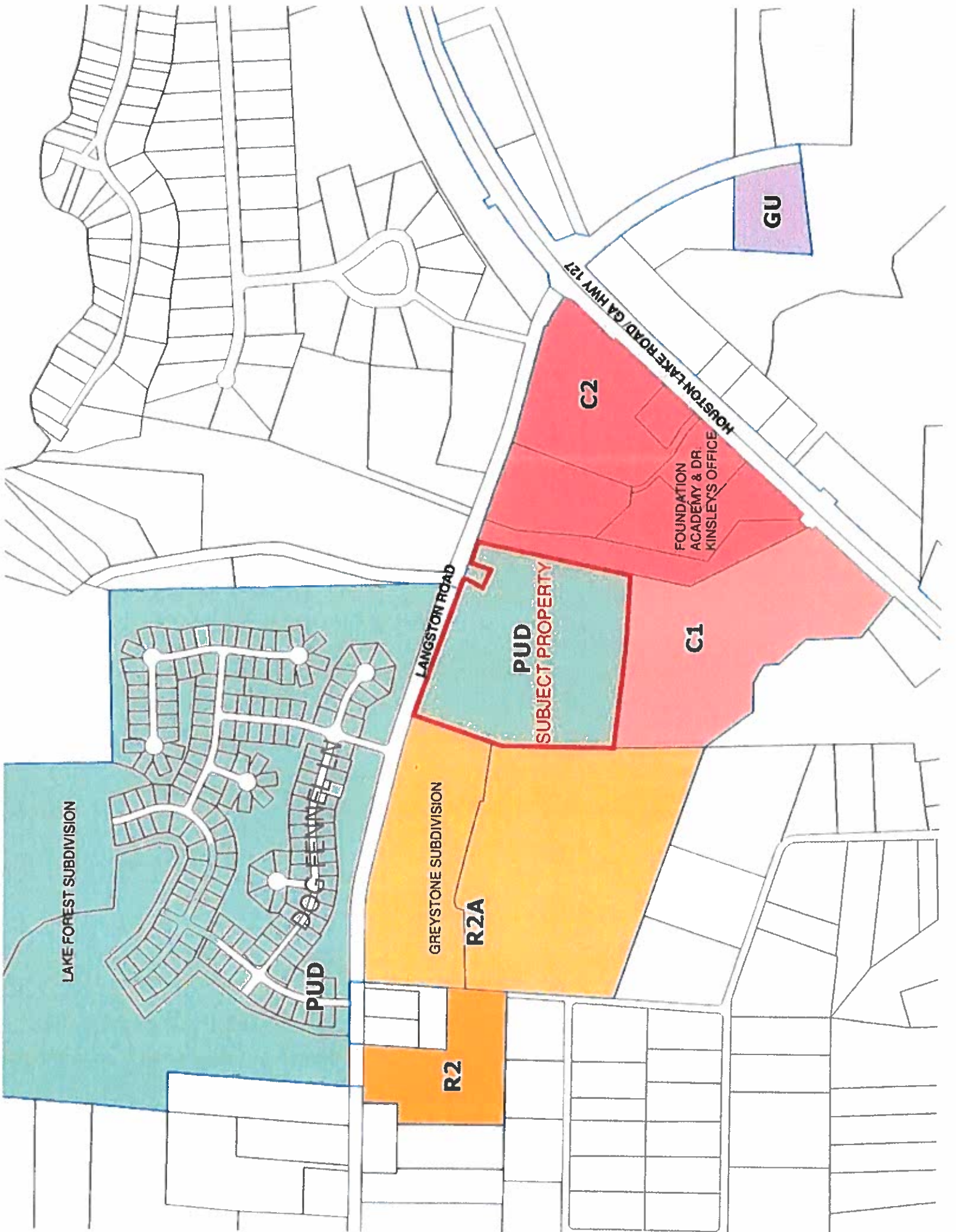
PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the zoning change with the following conditions:

1. Development of the subject property shall be substantially consistent with the conceptual site plan presented with the application prepared by Rowland Engineering, and dated 5/13/2021.
2. The developer of the subject property shall install a speed table at least 7-feet wide across the street connecting Greystone subdivision and the subject property, and the street shall be designated as "One Way" with the traffic flowing from Greystone subdivision (from west to east).
3. The development of the property should be synchronized with the City's Langston Road Regional Detention Pond to ensure stormwater created by the development is properly addressed.
4. The City should meet with residents in the Langston Road area to discuss plans for the regional detention pond and other planned infrastructure plans in the area.


Eric Z. Edwards, Chairman of the Planning Commission

6/18/21
Date





GU

C2

FOUNDATION
ACADEMY & DR.
KINSELY'S OFFICE

C1

PUD
SUBJECT PROPERTY

R2A

GREYSTONE SUBDIVISION

R2

LAKE FOREST SUBDIVISION

PUD

DOG FENWICK

LANGSTON ROAD

HOSSTON LAKE ROAD / GA HWY 127

Mossland Dr

SUBURBAN RESIDENTIAL
CHARACTER AREA

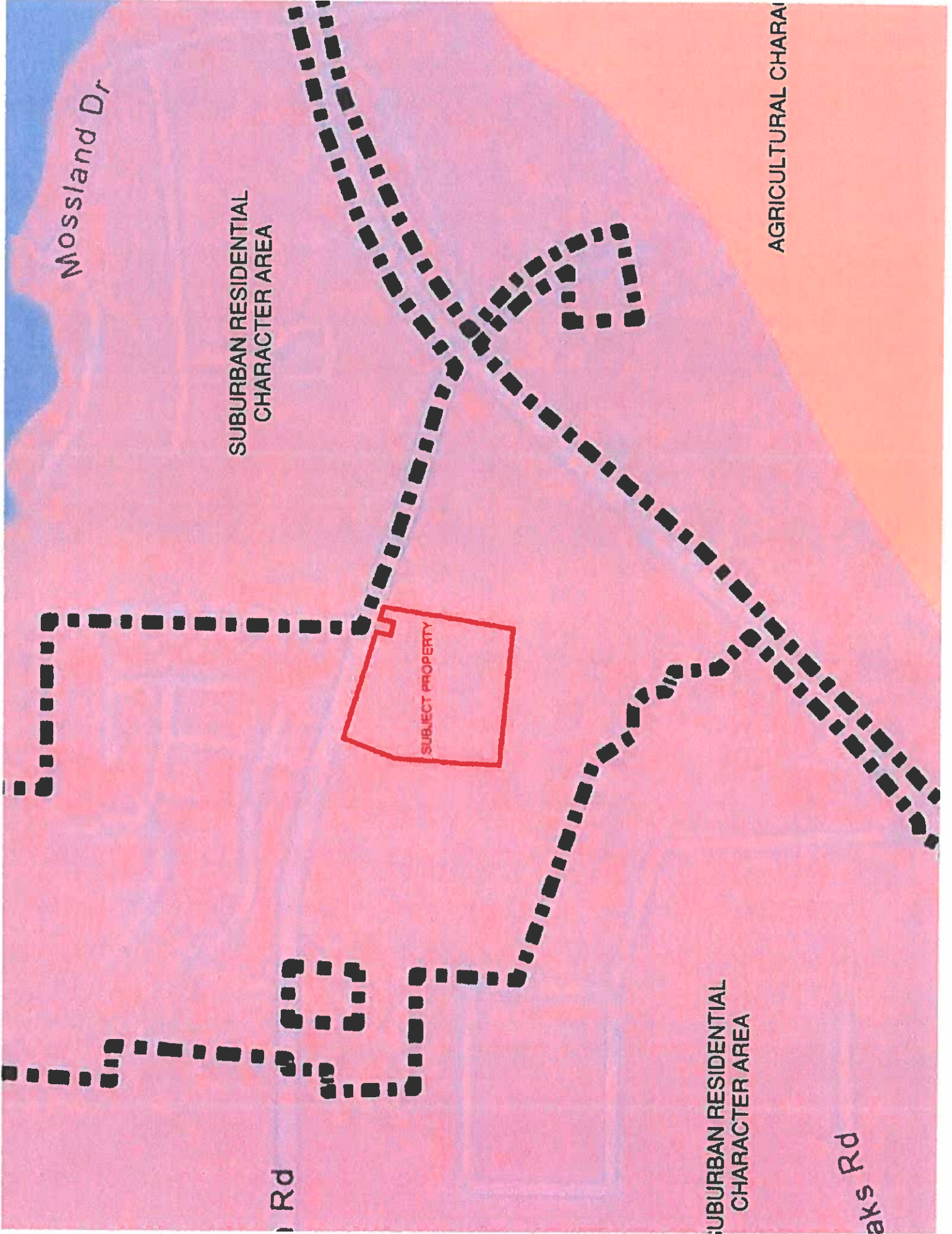
AGRICULTURAL CHARACT

SUBJECT PROPERTY

Rd

SUBURBAN RESIDENTIAL
CHARACTER AREA

aks Rd





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Application # RZNE-150-2021

Application for Rezoning
 Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	Garrette Martin Excavating & Hauling, Inc.	Garrette Martin Excavating & Hauling, Inc.
*Title	Garrette Martin, Owner	Garrette Martin, Owner
*Address	453 GA Hwy 247 S., Bonaire, GA 31005	453 GA Hwy 247 S., Bonaire, GA 31005
*Phone	478-225-6789	478-225-6789
*Email	garrette.martin@cox.net	garrette.martin@cox.net

Property Information

*Street Address or Location	21.84 acres on the south side of Langston Road, beginning approx. 1,500 linear feet west of the intersection of Langston Road and GA Hwy 127.
*Tax Map #(s)	0P0610 006000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

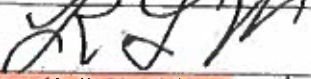

*Current Zoning District	PUD	*Proposed Zoning District	R2
*Please describe the existing and proposed use of the property			
The property is zoned PUD for residential development and is currently undeveloped. We request to rezone to R2 to allow a more compact design of a townhome development. This will provide the public additional housing options and present a viable development utilizing the land in its highest and best use.			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$130.00 plus \$15.00/acre (maximum \$1,550.00)
 - Planned Development - \$150.00 plus \$15.00/acre (maximum \$2,700.00)
 - Commercial/Industrial - \$230.00 plus \$22.00/acre (maximum \$2,900.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No
 If yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

*Applicant		*Date 5-17-21
*Property Owner/Authorized Agent		*Date 5-17-21

Standards for Granting a Rezoning

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

318 Corporate Pkwy., Ste. 301
Macon, GA 31210
478-621-7500
www.rowland-engineering.com



MAY 17, 2021

Mr. Bryan Wood, Community Development Director
City of Perry
741 Main Street
Perry, Ga 31069

**Subject: Application for Rezoning
Langston Road – Tax Parcel 0P0610 06000**

Dear Mr. Wood,

Please see attached application and conceptual plan for rezoning of 21.84 acres located on the south side of Langston Road, beginning approximately 1,500 linear feet west of the intersection of Langston Road and GA Hwy. 127. Below are the "Standards for Granting a Rezoning" as listed on Page 2 of the application.

1. *Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?*

RESPONSE: There are no covenants or restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district.

2. *Describe the existing land uses and zoning classifications of surrounding properties.*

RESPONSE: The subject tract is located between properties zoned both residential and commercial. The adjoining tract to the west is zoned R2A and a PUD (single-family residential) is located across Langston Road. The adjoining property to the east is zoned C2 and the remaining adjoining property to the south is zoned C1.

3. *Describe the suitability of the subject property for use as currently zoned.*

RESPONSE: The subject tract is suitable to be used as currently zoned, which is PUD.

4. *Describe the extent to which the value of the subject property is diminished by the current zoning designation.*

RESPONSE: The diminished value of the land as PUD property in an unused state serves no purpose toward the general welfare of the citizens of the City of Perry provides no opportunity for housing or the expansion of the City of Perry tax base for the goods and services provided.

5. *Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.*

RESPONSE: Rezoning to R2 (Townhomes) would provide the public with access to more housing choices in the Langston Road area.

6. *Describe the relative gain to the public compared to any hardship imposed on the property owner.*

RESPONSE: The relative gain to the public includes varied alternatives to housing as compared to the surrounding residential developments.

7. Describe how the subject property has no reasonable economic use as currently zoned.

RESPONSE: The property is currently undeveloped and encumbered by drainage and utility easements. The more compact design of a townhome development will afford the developer with a more viable development while utilizing the land in its highest and best use.

8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?

RESPONSE: The subject tract has been zoned for residential development since at least 2007.

9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.

RESPONSE: The use is compatible and complimentary. The development of a townhome community provides an appropriate transition from commercially zoned properties to the east of the subject tract and single-family detached developments which exist to the west.

10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.

RESPONSE: The Comprehensive Plan lists the area as residential area, and as stated previously, the townhome development provides an appropriate transition from commercially zoned property to the existing single-family detached developments to the west and north. The development will be appropriately designed to meet the City of Perry's development regulations with regard to open space, street design, utility design and stormwater management to insure no adverse effects on neighboring properties.

11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.

RESPONSE: The comprehensive plan includes the subject tract in an area designated as residential.

12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.

RESPONSE: The proposed development is located adjacent to an existing sanitary sewer pumping station and adequate water supply services are located within the right-of-way of Langston Rd. A portion of the property is being developed as a regional stormwater management facility and accommodations have been made for construction of the stormwater pond. The development will not cause an excessive burden on the existing public facilities and services.

13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

RESPONSE: As mentioned above, a portion of the site is being set aside for use as a regional stormwater management facility. This reduces the amount of developable land on the site, which provides an opportunity to provide a more compact development, while at the same time providing a diversified housing option for the city of Perry.

We appreciate your consideration of the attached request for rezoning and would like to be placed on the next available agenda for the Perry Planning Commission.

Sincerely,
Rowland Engineering, Inc.

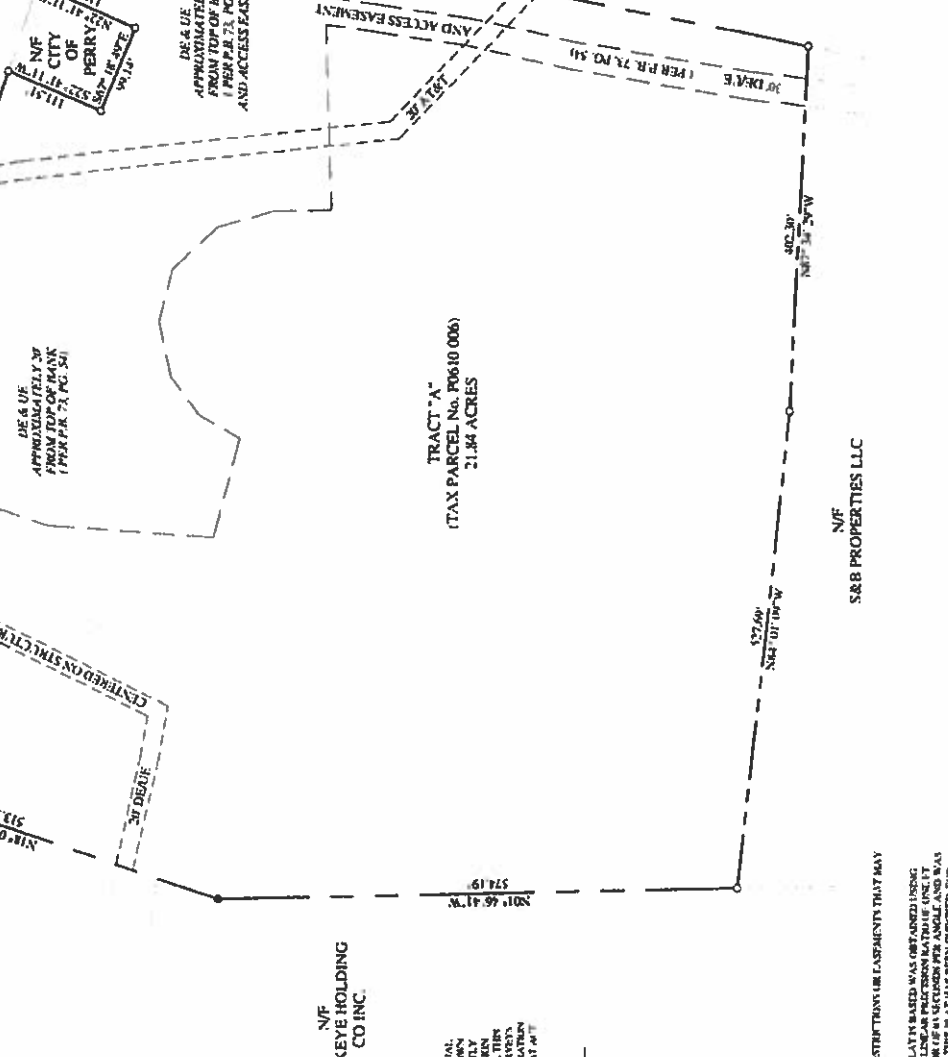


Steven A. Rowland, PE
President

TOTAL AREA: 21.84 ACRES

Approved for Recording
 Bryan Wood
 DATE: _____

P.L.R. TO THE WEST RIGHT OF WAY OF
 LANGSTON ROAD
 (PER P.R. 78, PG. 134)



GRAPHIC SCALE IN FEET
 1" = 100'
 0 100 200 300

TO CORRECT ANY CONSTRUCTION OF THIS PLAT...
 APPROVED FOR RECORDING BY THE CLERK OF SUPERIOR COURT OF GEORGIA
 DATE: _____

- 1" = 1" (SCALE)
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- 49" = 1" (SCALE)
- 50" = 1" (SCALE)

BUCKEYE HOLDING CO. INC.
 DATE: 11/22/19

TRACT "A"
 (TAX PARCEL No. P0610 006)
 21.84 ACRES

N/F BUCKEYE HOLDING CO. INC.
 N/F S&B PROPERTIES LLC

NOTES:
 THIS PLAT IS SUBJECT TO ANY RESTRICTIONS OR EASEMENTS THAT MAY BE SHOWN HEREON.
 THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS OBTAINED USING...
 MATHEMATICAL ACCURACY AND VALUES WITHIN ONE FT. IN 1000 FT.
 ATTENTION TO INFORMATION SHOWN UNLESS A COMMUNITY PANEL NUMBER IS INDICATED. EFFECTIVE DATE SEPTEMBER 25, 2007. NOT WITHIN OF THIS PROPERTY IS LOCATED IN A.F.A. PLAT D 10420 001 01 R/W.

COUNTY:	HOUSTON
DISTRICT:	10TH
LAND LOT:	140
DATE:	11/22/19
SCALE:	1" = 100'
JOB NO.:	0518-001



FOR THE CLERK OF SUPERIOR COURT USE ONLY

BY HARRY A. McLEOD,
 REGISTERED GEORGIA LAND SURVEYOR NUMBER 391

IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE LAND SHOWN IN THIS PLAT AND FROM THE RECORDS OF THE SURVEYOR'S OFFICE. THAT ALL SURVEYORS AND PLATTING BEGINNERS OF THE LAND SHOWN IN THIS PLAT ARE FULLY QUALIFIED AND LICENSED BY THE SURVEYORS BOARD OF THE STATE OF GEORGIA. THAT THE SURVEYOR HAS BEEN FULLY QUALIFIED AND LICENSED BY THE SURVEYORS BOARD OF THE STATE OF GEORGIA. THAT THE SURVEYOR HAS BEEN FULLY QUALIFIED AND LICENSED BY THE SURVEYORS BOARD OF THE STATE OF GEORGIA. THAT THE SURVEYOR HAS BEEN FULLY QUALIFIED AND LICENSED BY THE SURVEYORS BOARD OF THE STATE OF GEORGIA. THAT THE SURVEYOR HAS BEEN FULLY QUALIFIED AND LICENSED BY THE SURVEYORS BOARD OF THE STATE OF GEORGIA.

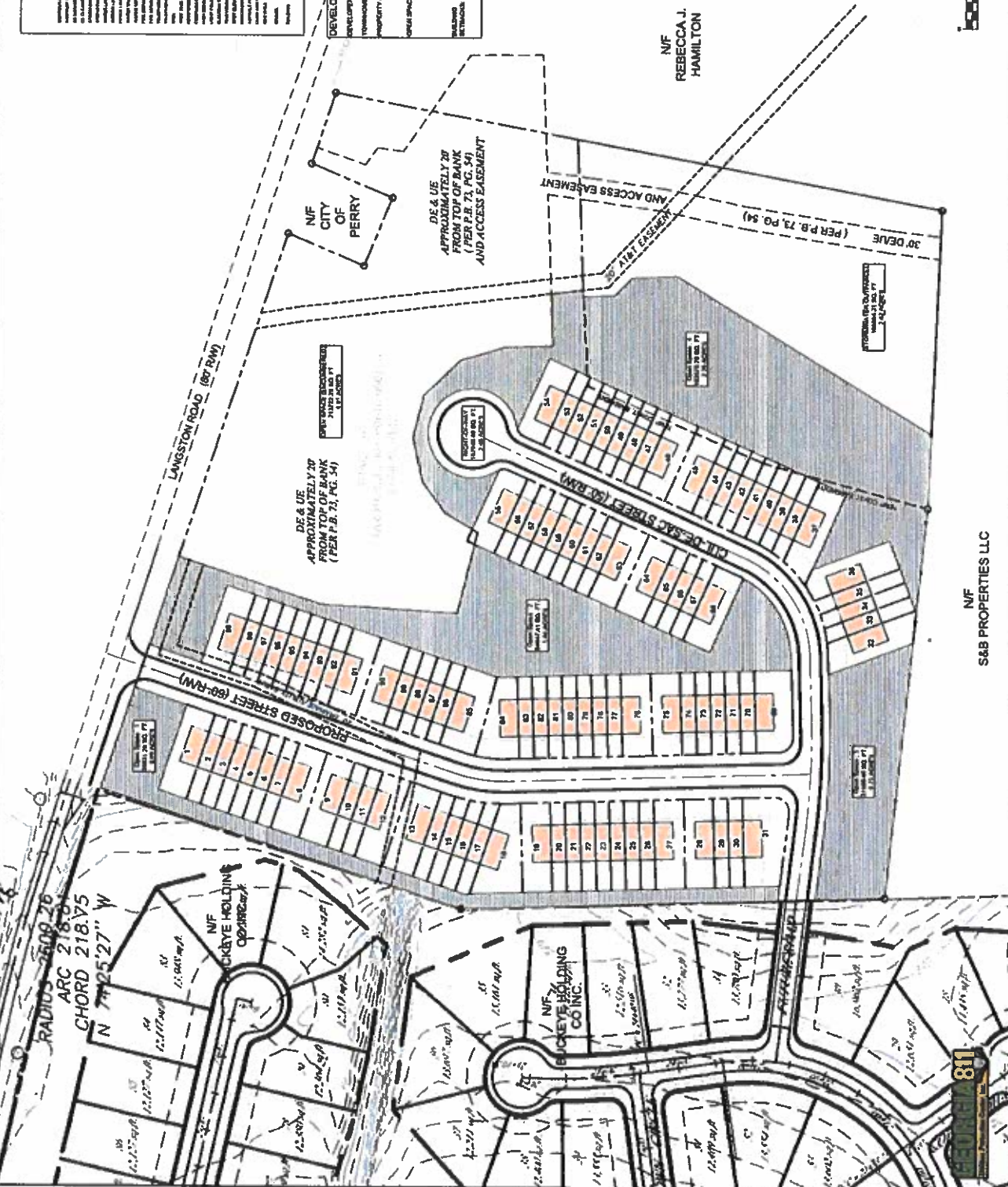
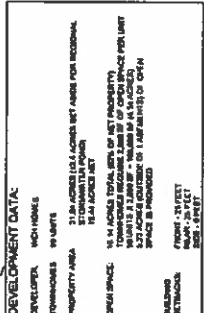
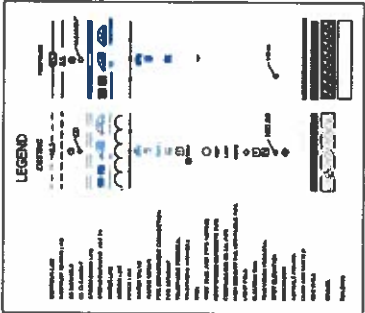
TYPE: GEORGIA STANDARD PLATS
 Record: 11/25/2019
 Fee Amt: \$8.00 Page 1 of 1
 Houston, Ga. Clerk Superior
 BK 81 PG 111

986 Bull Street
 Perry, Georgia 31099
 Office (478) 264-7878
 Fax (478) 264-8773
 WWW.MCLEODSURVEYING.COM





DATE	06-11-2008	DJ
PROJECT NO.	2008-002	
PROJECT NAME	LANGSTON ROAD TOWNHOMES	
OWNER	ROWLAND ENGINEERING	
CONTRACT NO.	0240-001	
SHEET NO.	2 OF 2	



Planning Commission Minutes
June 14, 2021

1. Call to Order: Chairman Edwards called the meeting to order at 6:03pm.
2. Roll Call: Chairman Edwards; Commissioners Clarington, Jefferson, Coody, Kemp, Mehserle, and Butler were present.

Staff: Bryan Wood – Community Development Director, Holly Wharton – Community Planner and Christine Sewell – Recording Clerk

Guests: Kelly Hillis, Steve Rowland, Dylan Wingate, Chad Bryant, Jason Kliethermes, Scott & Angela Westmoreland, Stan Ruzi, David & Cheryl Magerkurth, Neil & Ann Edwards, Elwood & Annette Waites.

3. Invocation: was given by Commissioner Clarington
4. Approval of Minutes from meeting on May 10, 2021: Commissioner Coody motioned to approve as submitted; Commissioner Mehserle seconded; all in favor and was unanimously approved.
5. Announcements – Chairman Edwards referred to the notices as listed:
 - Campaign Notice per O.C.G.A. 36-67A-3.
 - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
 - Please place cell phones on silent mode.
6. Old Business
 - **RZNE-78-2019**. Text Amendment addressing procedures. The applicant, The City of Perry, requests withdrawal of this application.

Mr. Wood advised the application was filed addressing Article 2, Procedures and with the revisions being considered in the application for TEXT 0146-2021 staff is requesting RZNE 78-2019 be withdrawn. If additional modifications are required to Article 2, a new application will be filed.

Commissioner Clarington motioned to approve the acceptance of the withdrawal of the application; Commissioner Jefferson seconded; all in favor and was accepted for withdrawal.

7. New Business
 - A. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on July 6, 2021)
 - **ANNX-0117-2021**. Annexation and designation of C-2, General Commercial District, zoning of properties on U.S Hwy 41 South and South Perry Parkway. The properties are zoned R-AG in Houston County. The applicant is Perry Volunteer Outreach, Inc.

Ms. Wharton read the applicants' request, along with staff responses, which was for the subject parcels consisting of three parcels totaling 12.12 acres, all owned by Perry Volunteer Outreach and used in support of their ministry. Perry Volunteer Outreach owns several of the properties adjacent to the subject parcels to the south. These properties contain the majority of Perry Volunteer Outreach's facilities. The only development on the subject properties is a single-family home on parcel 000340 015000. The applicant is not proposing any new development on any of the subject

properties and no change in use. The applicant is requesting annexation into the City of Perry and a City zoning classification of C-2, General Commercial District, consistent with the other properties owned by Perry Volunteer Outreach.

Staff based on evaluation of the standards recommends approval of the annexation with the requested C-2, general commercial, zoning classification, with the following condition: 1). Parcels 000340 015000 and 000190 010000 are subject to a landscape easement in favor of the City along the front property line for commercial properties located within 1,100 feet of a major intersection.

Chairman Edwards opened the public hearing at 6:12pm and called for anyone in favor of the request. Mr. Kelly Hillis, Treasurer of Perry Volunteer Outreach reiterated the request. Chairman Edwards called for anyone opposed; there being none the hearing was closed at 6:13pm.

Commissioner Clarrington motioned to recommend approval of the application as submitted per the standards provided with the condition that Parcels 000340 015000 and 000190 010000 are subject to a landscape easement in favor of the City along the front property line for commercial properties located within 1,100 feet of a major intersection; Commissioner Coody seconded; all in favor and was unanimously recommended for approval.

- **ANNX-145-2021.** Annexation and designation of C-2, General Commercial District zoning of property located at 1946 Houston Lake Road. The property is zoned C-2 in Houston County. The applicant is Chad Bryant.

Ms. Wharton advised the subject property includes a 1.29-acre parcel at the corner of Houston Lake Road and GA Hwy 127 and is currently zoned C-2 in Houston County and includes a convenience store with gas pumps and a liquor store. The applicant has requested to be annexed into the City of Perry with the zoning classification of C-2, general commercial. The applicant is not proposing a change in use of the property or any new development. Ms. Wharton further advised, City of Perry Building and Code Compliance Staff became aware of multiple issues related to commercial building, fire, and code compliance regulations at the subject property. Observed issues include preparing food in an open environment using unsafe appliances, open and exposed dumpsters, and accumulated garbage. These issues would not be permissible for commercial development within the City of Perry. Mr. Wood advised City staff is meeting with the applicant and owner later this week on the issues and was recommending postponement of the application until after that meeting and it could be brought forth on July 12, 2021. Chairman Edwards opened the public hearing at 6:18pm and called for anyone in favor or opposition to the request. Mr. Chad Bryant, the applicant advised he was in agreement with the postponement. There being no further comment the public hearing was closed at 6:20pm.

Commissioner Mehserle motioned to postpone the application until the July 12, 2021, Planning Commission meeting; Commissioner Clarrington seconded; all in favor and unanimously postponed.

- **RZNE-150-2021.** Rezone property on Langston Road from PUD, Planned Unit Development, to R-2, Two-family Residential District. The applicant is Garrette Martin Excavating & Hauling, Inc.

Mr. Wood read the applicants' request which was for property consisting of 21.84 acres currently zoned PUD, Planned Unit Development. It was part of a larger parcel annexed into the City in 2007 which was zoned PUD for single-family residential development. The annexation was contested by the County and mediation pursued. The mediation settlement limited the development to 87 single-family dwelling units on the overall parcel. In 2018, the parcel was split into two parcels and the portion to the south was zoned C-1, Highway Commercial. Based on the size of the subject parcel compared to the original parcel, the subject parcel is currently limited to 43 single-family dwelling units. O.C.G.A. Section 36-36-117 prevents the City from changing the zoning, land use, or density of annexed property for a period of one year following final resolution of an objection to the annexation. The objection was resolved prior to annexation on February 6, 2007. Since it has been over 14 years since the annexation, the City may change the zoning, land use and density of the property. The applicant is proposing to zone the property R-2, Two-family Residential District, and develop it with 99 townhomes. In compliance with standards for townhomes in Section 4-3.1(A) of the Land Management Ordinance (LMO), each townhome lot will be at least 2,000 square feet in area and at least 2,000 square feet of open space per unit will be provided. A conceptual site plan was provided and appears to comply with all requirements of LMO Section 4-3.1(A). Verification of compliance with all applicable standards will be made during site plan permit review. The site layout calls for a 75-foot setback from Langston Road to allow for future road widening, 10.14 acres of open space including a 20-foot buffer adjacent to Greystone Subdivision, reservation of space for a portion of the City's regional stormwater detention pond, and a street connection to Greystone Subdivision. Because Greystone Subdivision and the original subdivision planned on the subject property both exceeded 30 lots, the street connection between the two developments is required under the International Fire Code.

Staff based on the evaluation standards recommends approval of the zoning change with the following conditions: 1). Development of the subject property shall be substantially consistent with the conceptual site plan presented with the application prepared by Rowland Engineering, and dated 5/13/2021; 2). The developer of the subject property shall install a speed table at least 7-foot wide across the street connecting Greystone subdivision and the subject property, and the street shall be designated as "One Way" with the traffic flowing from Greystone subdivision (from west to east).

Chairman Edwards opened the public hearing at 6:35pm and called for anyone in favor of the request.

Mr. Steve Rowland, project engineer reiterated the request on behalf the applicant, and advised 2.4 acres will be utilized for a regional pond, there will be 2,000 square feet of open space, along with 5.25 acres dedicated to open space. He noted the property has a number of easements, which encumber it's use, and the proposed townhouse use is a good transition for the property with the surrounding commercial and single family residential. Mr. Dylan Wingate advised he was available for any questions the Commission may have.

Chairman Edwards called for anyone opposed. Mr. Westmoreland advised he was neither for or against, but there is a tremendous amount of water that drains from Langston Road to his property and then over to the Houston Lake pond. With the recent rains it has been particularly heavy and when the PUD development was done it increased, and Langston Road is now eroding and in the

past the County has had to repair culverts, there have been water breaks and the road is damaged. The surrounding neighbors include the following: Stan Ruzi, David & Cheryl Magerkurth, Neil & Ann Edwards, Elwood & Annette Waites. Mr. Westmoreland further stated there will be an increase in traffic, double the capacity currently and Langston Road cannot handle it. The greatest concern is with the additional water runoff, and what will happen when the new retention pond is full. The current problems will only become worse.

There being no further comments the public hearing was closed at 6:46pm.

Commissioner Coody inquired of staff a time frame for the widening of Langston Road; Mr. Wood advised there is no current date, but it could be anticipated to be included in the next SPLOST. Chairman Edwards asked of Mr. Rowland if there was any object to the staff conditions; he advised there was not. Mr. Rowland noted with regard to stormwater runoff, which comes from impervious areas, the proposed development will create less, with regards to streets and roof area, and the project will be providing a retention pond, along with the City's development of one.

Mr. Wood advised there has been studies completed, and a 2.4-acre portion will be used, along with others for development by the City of a regional stormwater detention pond. Mr. Rowland was asked by the Commission how long for construction on the applicants' end; he advised six months to construct with infrastructure. Mr. Westmoreland mentioned again his concern for traffic and the impact of the surrounding area.

Commissioner Mehserle recognized the community's concern with traffic and stormwater, but noted the City is working to improve the stormwater management and inquired if the construction of the subdivision could be coordinated with that. Mr. Wood advised that would be a question for the City Attorney and it was not the City's intent to create more runoff. Commissioner Mehserle inquired when the expansion of Langston Road may be done; Mr. Wood stated currently there was not timetable but could come under consideration in the next five years under SPLOST.

Mr. Stan Ruzi voiced his concern with stormwater runoff as he had previously built homes and feels this will be an issue.

Commissioner Mehserle motioned to recommend approval of the application per the standards provided to Mayor and Council as submitted with the following conditions:

- 1). Development of the subject property shall be substantially consistent with the conceptual site plan presented with the application prepared by Rowland Engineering, and dated 5/13/2021;
- 2). The developer of the subject property shall install a speed table at least 7-feet wide across the street connecting Greystone subdivision and the subject property, and the street shall be designated as "One Way" with the traffic flowing from Greystone subdivision (from west to east);
- 3). The development of the property should be synchronized with the City's Langston Road Regional Detention Pond to ensure stormwater created by the development is properly addressed;
- 4). The City should meet with residents in the Langston Road area to discuss plans for the regional detention pond and other planned infrastructure plans in the area; Commissioner Clarrington seconded; all in favor for recommendation of approval.

- **TEXT-146-2021.** Text Amendment to Section 2-2 and certain subsections of Section 2-3 regarding procedures and standards. The applicant is the City of Perry. (Public hearing before City Council scheduled for June 15, 2021)

Mr. Wood read the request, which was for Modifications to Land Management Ordinance Sections 2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions. The proposed text amendment modifies Section 2-2, Procedures, and specific subsections of Section 2-3, Specific Application Requirements. Mr. Wood presented the various proposed modifications and indicated staff's recommendation for approval. He stated the text amendment was developed in collaboration with the city attorney.

Chairman Edwards opened the public hearing at 7:30 pm and called for those supporting or opposed to the text amendment. Jason Kliethermes of 431 Sanderfur Road, Kathleen, GA, stated he was not in support or opposition to the amendment but raised concerns being the proposed language which eliminates a site plan requirement for applications, which he believed is necessary for the public to understand the extent of a proposal. Secondly, he raised concern the amendment changes the time period of when a new application can be considered following a denied application. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 7:39 pm.

Chairman Edwards asked Mr. Wood about the City's position on requiring site plans for all applications. Mr. Wood stated property owners and applicants often do not have a specific use or specific development proposal in mind when they file to rezone or annex and zone property. In these cases, staff, and ultimately City Council must consider all uses permitted in the requested zoning classification to determine if all those uses are appropriate for the location. He also stated that requiring a site plan does not necessarily mean it will ultimately be followed.

Commissioner Mehserle stated that a change in zoning can be initiated for any reason – a property owner may be doing so for self-interest, it may be more advantageous, it may create more value or allow uses that are more marketable.

Mr. Wood stated the staff report is one piece of the information the Commission and City Council should consider. The purpose of informational and public hearings is to gather all pertinent facts relating to a particular application. Chairman Edwards asked if the City's position is to better address applications that come before the Commission. Mr. Wood stated the proposed text amendment does not change current practice but is removing duplicative language and clarifying existing language to follow current practices.

Commissioner Mehserle moved to recommend approval of the text amendment as presented to Mayor and Council; Commissioner Butler seconded; all in favor and was unanimously recommended for approval.

B. Public Hearing (Planning Commission decision) – None

C. Other Business

- **PLAT-143-2021.** Request by Chad Bryant to use the Conservation Subdivision standards for property located at 1380 Cambridge Drive.

Ms. Wharton advised the property is undeveloped and consists of 18.03 acres. The applicant proposes to develop approximately 9 acres into a 43-residential-lot conservation subdivision which includes approximately 9 acres of open space, per the requirements for conservation subdivisions. The property contains a wet weathered stream traversing the site from the western portion of the site to the southeastern portion. Furthermore, per the R-1 conservation subdivision requirements, 2.4 dwellings per acre are permitted with at least 50 percent of open space provided. There is no minimum lot area required for conservation subdivisions. The minimum lot width is 60 feet, front setbacks are 25 feet, interior side setbacks are 8 feet, exterior side setbacks are 20 feet, and rear setbacks are 20 feet. Staff has determined that all lots meet the minimum requirements for a conservation subdivision. A 50-foot right-of-way is shown, which is the minimum for conservation subdivisions. Ms. Wharton advised because of the topography of the land and location of utility easements, the use of Conservation Subdivision standards is appropriate, and staff recommends consent to use Conservation Subdivision standards for this development.

Commissioner Coody motioned to approve use of the conservation subdivision standards for the request presented; Commissioner Kemp seconded; all in favor and was unanimously approved.

- **PLAT-144-2021.** Request by Chad Bryant to use the Conservation Subdivision standards for properties located on Perimeter Road.

Ms. Wharton advised the property is undeveloped and consists of 74.58 acres. The applicant proposes to develop approximately 38 acres into a 157-residential-lot conservation subdivision which includes approximately 36 acres of open space, per the requirements for conservation subdivisions. The property contains rolling hills and a wetland system on the eastern portion of the site. Per the R-3 conservation subdivision requirements, 2.6 dwellings per acre are permitted with at least 30 percent of open space provided. There is no minimum lot area required for conservation subdivisions. The minimum lot width is 60 feet, front setbacks are 25 feet, interior side setbacks are 8 feet, exterior side setbacks are 20 feet, and rear setbacks are 20 feet. Staff has determined that all lots meet the minimum requirements for a conservation subdivision. A 50-foot right-of-way is shown, which is the minimum for conservation subdivisions. Because of the topography of the land and presence of wetlands and flood hazards on the subject property, the use of Conservation Subdivision standards is appropriate. Staff recommends consent to use Conservation Subdivision Standards for this development.

Commissioner Butler motioned to approve the use of the conservation subdivision standards for the request presented; Commissioner Mehserle seconded; all in favor and was unanimously approved.

- Commission questions or comments – None

D. Adjournment: There being no further business to come before the Commission the meeting was adjourned at 8:05pm.

MINUTES
WORK SESSION MEETING
OF THE PERRY CITY COUNCIL
June 14, 2021
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held June 14, 2021 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Robert Jones, Council Members Phyllis Bynum-Grace, Willie King, Riley Hunt, and Joy Peterson.

Elected Officials Absent: Council Member Darryl Albritton

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren

City Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker - Perry Fire and Emergency Services Department, Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Cody Gunn – Chief Building Official, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Ashley Hardin – Economic Development Administrator, Holly Wharton – Community Planner, and Tabitha Clark – Communications Administrator.

Guest(s)/Speaker(s): Michael Foor, Nichole Payne, Randy Wilson, Whitney Seely, Kelly Chatman, David Emig, Kevin Long, and Billy Bob Breeden - Windstream

Media: Brianna Sheffield – Houston Home Journal and Brittney Miller – WGXA News

3. Items of Review /Discussion: Mayor Randall Walker

3a. Department of Community Development

1. Connectivity presentation. Ms. Wharton appeared before Mayor and Council and discussed the goals/objectives as well as the focus of the connectivity group. Ms. Wharton presented three projects for Council's consideration. Council concurred to moved forward with the projects.

2. Presentation relative to Windstream Expansion. Mr. Foor and his team presented an overview of Kinetic services offered by Windstream.

3c. Department of Public Works

1. Crossroads Park. Ms. Fitzner reviewed the Crossroads Park final design. Administration recommended placing signage where the wall curves like the “Welcome Perry” signage at SR 127/Swift Street. Council concurred to move forward with the design plan and the addition of signage .
2. Legacy Park – Umbrellas. Ms. Fitzner reviewed three proposed options for shade at Legacy Park. The options were cantilever shade, pyramid shade, and shade sail. Council concurred to bring back after further study.

3d. Office of the City Manager

1. Communications Plan Review. Ms. Clark presented to Mayor and Council the Strategic Communications Plan for the City of Perry Communications Office.
2. Update from Georgia Economic Development Environment. – Ms. Hardin provided an overview of the Georgia Economic Development Association Spring Conference.
3. Follow up for Tre Bella Salon. Mr. Gilmour reviewed several options relative to Tre Bella Salon parking and recommended Council approve option 4, to arrange for the Downtown Development Authority to provide a low interest loan to the Baker’s for the parking lot improvements. Ms. Hardin reported the Baker’s are still waiting on the Middle Georgia Regional Commission. Council concurred to approve options 4 and 5, arrange for the Downtown Development Authority to provide a low interest loan to the Bakers for the parking lot improvements and authorize a time extension for the Baker’s to pave the parking lot.
4. Sewerage system constraints. Mr. Gilmour reviewed the current ongoing projects and discussed an issue with developer demand possibly exceeding certain portions of the City’s systems. Administration recommended council adopt a sewerage system policy. Council concurred to move forward with Administration drafting a resolution for the City’s sewerage system policy.

3e. Perry Police Department

1. Neighborhood Watch SafeCam Program. Chief Lynn presented for Council’s consideration a request to post an interactive form on the city’s website that would allow the police department to view citizens home video when a crime occurs in their area. Council concurred to allow Chief Lynn to move forward and develop this program.

4. Council Member Items.

Council Member Bynum-Grace thanked Chief Lynn and the police department for the professional job they did on Nolan Street and reminded everyone of the Juneteenth event on June 19, from noon until 4pm at the Perry Events Center.

Mayor Pro Tempore reported his trip was enjoyable.

Robert Smith discussed the Strategic Planning Initiative.

Lee Gilmour recommended Council approve at its regular meeting tomorrow a 90-day moratorium for conservation subdivisions. Council concurred to move forward, and this item will be placed on the regular meeting agenda.

Council Members King, Hunt and Peterson and Ms. Newby had no reports.

5. Department Head/Staff Items:

Chief Lynn reported the officers did an outstanding job relative to Nolan Street.

Mr. Swan reported there are 150 students participating in the summer classes.

Chief Parker, Ms. Hardin, Ms. Fitzner, Mr. Worthington, Ms. King, Mr. Gunn, and Ms. Warren had no reports.

Mr. Clark share with Council the parks rack card.

Mayor Walker thanked Mr. Hunt for his hard work with the vaccination campaign with Houston Healthcare.

6. Adjournment: There being no further business to come before Council in the work session held on June 14 2021 Council Member Hunt motioned to adjourn the meeting at 6:42 pm. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
June 15, 2021
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held June 15, 2021 2021 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker, Mayor Pro Tempore Robert Jones and Council Members Joy Peterson, Willie King, Darryl Albritton, Phyllis Bynum-Grace, and Riley Hunt.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, Assistant City Manager Robert Smith, City Attorney Brooke Newby, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Anya Turpin – Special Events Administrator, Tabitha Clark – Communicator Administrator, and Chad McMurrian – Engineering Services Manager.

Media: Brianna Sheffield – Houston Home Journal and Nick Gibson – WGXA News

Guest(s): Rachana Patel

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of June 15, 2021 council meeting agenda.

4a. Introduction of new firefighter Corey Gaston. Chief Parker will introduce firefighter Corey Gaston to Mayor and Council.

4b. Life Save Award for June 2 SOHO Inn Fire – PFES “B” Shift. Chief Parker will recognize members of PFES “B” Shift who worked the June 2, 2021 SOHO Inn fire.

4c (1). The City of Perry’s 2022 Juneteenth Freedom Day Festival. Ms. Turpin stated she will present for Council’s consideration “*Lest We Forget Traveling Slavery Museum Exhibit*” for the City’s 2022 Juneteenth Freedom Day Festival.

The cost of the Freedom exhibit is \$3,000 for a two-day program, plus travel, lodging and shipping. Administration advised funding is available in the budget.

8a. TEXT-146-2021. Applicant, The City of Perry, request modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions. Mr. Wood reviewed the application and discussed Mr. Jason Kliethermes concerns (attached). The Planning Commission recommends approval of the request.

10a (1). Second Reading of an ordinance for the rezoning of property from C-2, General Commercial to R-3, Multi-Family Residential District. The property is located at 711 Joe Louis Drive; Tax Map No. 0P0150 025000. Mr. Wood stated the applicant has some questions and asked/requested if the second reading can be postponed until the July 6, 2021 meeting.

10a (2). Second Reading of an ordinance adopting FY 2022 Operating Budget for the City of Perry. Administration reviewed the adjustments made to the proposed FY 2022 budget ordinance.

10a (3). Second Reading of an ordinance to implement a Hotel-Motel Tax of 8%. Ms. Newby reference HB613 and states this ordinance follows the passing of that Bill.

10b. Council approval of Terms and Conditions and Assurances regarding the American Rescue Plan Act Funding. Ms. King stated the Terms and Conditions, and Assurances are required by the Department of Treasury to be signed by the City to start the application process for the first round of the American Rescue Plan Act Funding,

12a (1). Resolution to establish a wastewater service provision policy. Administration stated Council's recommendation at its June 14, 2021 work session was to proceed and this is the resolution adopting the wastewater service provision policy and recommends adoption.

12a (2). Resolution establishing a moratorium on the permitting of the conservation residential land use district. Administration recommends establishing a 90-day moratorium on the permitting on conservation subdivisions.

12c (1). Resolution to amend the City of Perry Position Classification Plan. Administration states this is a resolution to adjust the Perry Position Classification Plan pay ranges for classified positions based on Georgia

Department Community of Affairs survey of cities we are in comparison with, plus makes adjustments relative to local market conditions. Administration recommends adoption of the resolution.

12d (1). Bid No. 2021-34 – Bear Branch Sewer Expansion Phase 1B.

Mr. Worthington advised his office received seven responsive bids. Staff recommends awarding the bid for Bear Branch Sewer Expansion Phase 1B to low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$1,132,988.25.

12d (2). Bid No. 2021-37 – Andrew Heights Park. Mr. Worthington advised his office received three responsive bids. Staff recommends awarding the bid for Andrew Heights Park playground equipment to low bidder Bliss Products and Services, Inc. in the amount of \$21,401.80. Funding for this project comes through a donation of \$3,000 and SPLOST 2018.

12d (3). Sale of surplus land adjacent to Pine Needle Park. Mr. Worthington stated Council at its April 6, 2021 meeting declared this property surplus. Mr. Worthington advised his office received one bid from a neighboring property owner in the amount of \$5,305.00. Staff recommends awarding this bid to the neighboring property owner in the amount of \$5,305.00.

12e. Approval of Memorandum of Agreement between Middle Georgia Regional Commission and City of Perry relative to sign inventory. Administration stated the purpose of this agreement is to update our database relative to city signs and to provide a schedule to keep the signs updated according to federal signage requirements. Administration recommendation to adopt the agreement.

12f. City of Perry 2021 LMIG Project Request for Change Order #1.

Mr. McMurrian reviewed the 2021 LMIG project request for Change Order #1, an additional \$50,130.00 for a total of \$113,465.50. Funding for Change Order #1 will from the State LMIG money, but the City will have to pay the local match. Administration recommends approval of Change Order #1.

12g. Approval of TSPLOST Intergovernmental Agreement. Mr. Wood reviewed the TSPLOST Intergovernmental Agreement and recommended approval of the agreement subject to review by the city attorney.

13a. Approval of amendment no. 24 to the City's agreement with ESG Operations, Inc. Ms. Newby stated this is an annual amendment to the City's agreement with ESG Operations, Inc. to provide for the annual contract amount price and amendment to the meter replacement program that specifies the city will purchase the meters directly which will be a cost saving to the city since the city does not pay sales tax.

4. Council Member Items:

Council had no reports.

Ms. Newby and Mr. Smith had no reports.

Mr. Gilmour

- The Houston Lake Drive sidewalk design had been completed and the engineer is preparing bid documents to go out.
- The timeline relative to the Beckham's property where Jeff Smith is storing vehicles has been provide to Council.

5. Adjourn. There being no further business to come before Council in the pre council meeting held June 15, 2021 Council Member Hunt motioned to adjourn the meeting at 5:50 p.m. Council Member Hunt seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
June 15, 2021
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held June 15, 2021 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Robert Jones and Council Members Phyllis Bynum-Grace, Willie King, Darryl Albritton, Joy Peterson, and Riley Hunt.

Elected Official Absent: none

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith, and Recording Clerk Annie Warren.

Departmental Staffing: Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Anya Turpin – Special Events Administrator, Tabitha Clark – Communicator Administrator, and Chad McMurrian – Engineering Services Manager.

Media: Brianna Sheffield – Houston Home Journal and Nick Gibson – WGXA News

Guest(s): Rachana Patel

3. Invocation and Pledge of Allegiance to the Flag:

Mayor Pro Tempore Jones rendered the invocation and Council Member Albritton led the pledge of allegiance to the flag.

4. Recognition(s)/Presentation(s):

- 4a. Introduction of new firefighter Corey Gaston. Chief Parker introduced firefighter Corey Gaston to Mayor and Council. Mayor and Council welcomed firefighter Gaston to the City of Perry.

- 4b. Life Save Award for June 2 SOHO Inn Fire – PFES “B” Shift. Chief Parker introduced and presented each member of Shift “B” who worked the SOHO Inn fire on June 2 with a Life Save Award. The firefighters present were: Captain Michael Paull, Sergeant Austin Redmond, Sergeant Clint Mixon, Firefighter Shawn Jenson, Firefighter Andrew Rowell, Firefighter David Minter, Firefighter Nadad Jeanjulien, Firefighter Joshua Kelly, Firefighter Vincenn Walls, Firefighter Sam Ansley, Firefighter Austin Williams, and Firefighter Kadie

Peterman. Mayor and Council congratulated the firefighters on a job well done.

4c. Special Events – Ms. A. Turpin.

1. The City of Perry’s 2022 Juneteenth Freedom Day Festival. Ms. Turpin presented for Council’s consideration a proposal to host “Lest We Forget Slavery Museum Traveling Exhibit” for the 2022 Juneteenth Freedom Day Festival. Council Member Bynum-Grace motioned to approve as presented; Council King seconded the motion. The motion carried with Council Member Hunt abstaining.

5. Mayor/Council Joint Appointment.

5a. Perry Area Convention and Visitors Bureau Authority – Mr. Chris Patel

Mayor Walker entertained a motion to appoint Mr. Chris Patel to the Perry Area Convention and Visitors Bureau Authority. Mayor Pro Tempore Jones motioned to appoint Mr. Chris Patel to the Perry Area Convention and Visitors Bureau Authority; Council Member King seconded the motion and it carried unanimously.

6. Community Partner(s) Update(s): none

7. Citizens with Input. none

8. PUBLIC HEARING CALLED TO ORDER AT 6:10 p.m.: Mayor Randall Walker called to order a public hearing at 6:10 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 8a. TEXT-146-2021. Applicant, The City of Perry, request modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions.

Staff Report: Mr. Wood reviewed the text amendment.

Public Input: Mayor Walker called for any public input for or against the application.

For: none

Against: Mr. Jason Kliethermes, 431 Sandefur Road, voiced his concern that an application should require a site plan.

PUBLIC HEARING CLOSED AT 6:35P.M. Mayor Walker closed the public hearing at 6:35 p.m.

9. **Review of Minutes:** Mayor Randall Walker

- 9a. Council's Consideration – Minutes of the June 1, 2021 pre council meeting, and June 1, 2021 council meeting.

Council Member King motioned to accept the minutes as submitted; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

10. **Old Business:**

10a. **Ordinance(s) for Second Reading(s) and Adoption:**

1. **Second Reading** of an ordinance for the rezoning of property from C-2, General Commercial to R-3, Multi-Family Residential District. The property is located at 711 Joe Louis Drive; Tax Map No. 0P0150 025000 – Mr. B. Wood.

Mr. Wood stated the applicant requested this application be tabled until the July 6, 2021 meeting. Mayor Walker entertained a motion to table this application until the July 6, 2021 meeting. Mayor Pro Tempore Jones motioned to table this application until the July 6, 2021 meeting; Council Member Albritton seconded the motion and it carried unanimously.

2. **Second Reading** of an ordinance adopting FY 2022 Operating Budget for the City of Perry – Mr. L. Gilmour.

Adopted Ordinance No. 2021-10 adopting the FY 2022 Operating Budget for the City of Perry. Council Member Bynum-Grace motioned to adopt the ordinance as presented; Council Member Peterson seconded the motion and it carried unanimously. (*Ordinance No. 2021-10 has been entered into the City's official book of record*).

3. **Second Reading** of an ordinance to implement a Hotel-Motel Tax of 8% – Ms. B. Newby.

Adopted Ordinance No. 2021-11 to implement a Hotel-Motel Tax of 8%. Mayor Pro Tempore Jones motioned to adopt the ordinance as presented; Council Member King seconded the motion and it carried unanimously. (*Ordinance No. 2021-11 has been entered into the City's official book of record*).

- 10b. Council approval of Terms and Conditions and Assurances regarding the American Rescue Plan Act Funding – Ms. B. King.

Council Member King motioned to approve the Terms and Conditions and Assurances regarding the American Rescue Plan Act Funding. Council Member Albritton seconded the motion and it carried unanimously.

11. Any Other Old Business: Mayor Randall Walker

- 11a. Mayor Randall Walker - none
- 11b. Council Members - none
- 11c. City Attorney Brooke Newby - none
- 11d. City Manager Lee Gilmour - none
- 11e. Assistant City Manager Robert Smith – none

12. New Business: Mayor Randall Walker

- 12a. Matters referred from June 14, 2021 work session and June 15, 2021 pre council meeting.

1. Resolution to establish a wastewater service provision policy – Mr. L. Gilmour.

Adopted Resolution No. 2021-28 establishing a wastewater service provision policy. Council Member Albritton motioned to adopt the resolution as presented; Mayor Pro Tempore Jones seconded the motion and it carried unanimously. (*Resolution No. 2021-28 has been entered into the City's official book of record*).

2. Resolution establishing a 90-day moratorium on the permitting of conservation subdivisions – Mr. L. Gilmour.

Adopted Resolution No. 2021-29 establishing a 90-day moratorium on the permitting of conservation subdivisions. Council Member King motioned to adopt the resolution as presented; Council Member Hunt seconded the motion and it carried unanimously. (*Resolution No. 2021-29 has been entered into the City's official book of record*).

- 12b. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of an ordinance for modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and

Appeals of administrative decisions – Mr. B. Wood. *(No action is required by Council)*

12c. Resolution(s) for Consideration and Adoption:

1. Resolution to amend the City of Perry Position Classification Plan – Mr. L. Gilmour.

Adopted Resolution No. 2021-30 amending the City of Perry Position Classification Plan. Council Member Bynum-Grace motioned to adopt the resolution as presented; Council Member Hunt seconded the motion and it carried unanimously. *(Resolution No. 2021-30 has been entered into the City's official book of record).*

12d. Award of Bid(s):

1. Bid No. 2021-34 Bear Branch Sewer Expansion Phase 1B – Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for the Bear Branch Sewer Expansion Phase 1B. Mr. Worthington stated his office received seven responsive bids. Staff recommends awarding the bid to the low bidder, Pyles Plumbing & Utility Contractors, Inc. in the amount of \$1,132,988.25 and the funding source is SPLOST 2018. Mayor Pro Tempore Jones moved to award the bid to the low bidder Pyles Plumbing & Utility Contractors, Inc. in the amount of \$1,132,988.25; Council Member Albritton seconded the motion and it carried. *(Council Member King had step away from the meeting)*

2. Bid No. 2021-37 Andrew Heights Park - Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for Andrew Heights playground equipment. Mr. Worthington stated his office received three responsive bids. Staff recommends awarding the bid to the low bidder, Bliss Products and Services, Inc. in the amount of \$21,401.80, and the funding for this project comes through a \$3,000 donation and SPLOST 2018. Council Member Albritton moved to award the bid to the low bidder Bliss Products and Services, Inc. in the amount of \$21,401.80; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

3. Sale of surplus land adjacent to Pine Needle Park – Mr. M. Worthington.

Mr. Worthington presented for Council's consideration an award of bid for surplus land adjacent to Pine Needle Park. Mr. Worthington stated his office received one bid from a neighboring property owner in the amount of \$5,305.00. Staff recommends awarding this bid to the neighboring property owner in the amount of \$5,305.00. Council Member Peterson motioned to award the bid to the neighboring property

owner in the amount of \$5,305.00; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

- 12e. Approval of Memorandum of Agreement between Middle Georgia Regional Commission and City of Perry relative to sign inventory – Mr. L. Gilmour.

Council Member King motioned to approve the Memorandum of Agreement between Middle Georgia Regional Commission and City of Perry relative to sign inventory as submitted; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

- 12f. City of Perry 2021 LMIG Project Request for Change Order #1 – Mr. C. McMurrian.

Council Member Albritton motioned to approve the City of Perry 2021 LMIG Project Request Change Order #1 as presented; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

- 12g. Approval of TSPLOST Intergovernmental Agreement – Mr. B. Wood.

Council Member King motioned to approve the TSPLOST Intergovernmental Agreement subject to review/approval by the city attorney; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

13. Other Business - Supplemental Agenda Items: Mayor Randall Walker

- 13a. Approval of amendment no. 24 to the City's agreement with ESG Operations, Inc. – Ms. B. Newby.

Council Member King motioned to approve amendment no. 24 to the City's agreement with ESG Operations, Inc.; Council Member Peterson seconded the motion and it carried unanimously.

14. Council Members Items:

Council had no reports.

Mr. Gilmour, Ms. Newby, and Mr. Smith had no reports.

15. Department Heads/Staff Items.

Chief Lynn advised Mayor and Council that he implemented a traffic enforcement detail on Inverness Drive.

Chief Parker reminded everyone of the water battle on Saturday, June 26, 10am – noon at Rozar Park.

Ms. Clark

- June 18, 7pm – 9pm, Perry Presents at Heritage Oaks Park

- June 19, noon – 4pm, Juneteenth event at the Perry Events Center

Ms. King, Mr. Worthington, Mr. Wood, Mr. McMurrian, Ms. Fitzner, Mr. Swan and Ms. Warren had no reports.

16. General Public Items: none

17. Mayor Items:

- July 6, Pre council and Council

18. Adjournment: There being no further business to come before Council in the council meeting held June 15, 2021, Council Member Peterson motioned to adjourn the meeting at 7:00 p.m. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

Annie Warren

From: Bryan Wood
Sent: Monday, June 28, 2021 9:17 AM
To: Annie Warren
Cc: Lee Gilmour; Holly Wharton
Subject: Fw: Withdraw Rezoning Application for 711 Joe Louis Drive, Perry, Georgia

Annie,

Please see Ms. Blanford's request to withdraw application RZNE-91-2021. Leaving the property zoned C-2, which has no minimum lot area, allows her to keep the three separate lots with minor adjustment to the other two lots to meet minimum lot area.

Since the application was tabled at the last Council meeting, I believe it must be placed on the agenda for Council to formally accept the withdrawal.



Bryan Wood
Community Development Director
City of Perry
1211 Washington Street
P.O. Box 2030
Perry, GA 31069
Office 478-988-2714
Mobile 478-235-2537
<http://www.perry-ga.gov>

Where Georgia comes together.

From: Juanita Blanford
Sent: Saturday, June 26, 2021 4:08 PM
To: Bryan Wood <bryan.wood@perry-ga.gov>; Holly Wharton <holly.wharton@perry-ga.gov>
Subject: Withdraw Rezoning Application for 711 Joe Louis Drive, Perry, Georgia

Dear Mr. Bryan Wood, City Of Perry,
I, Juanita Blanford, request to withdraw my application for rezoning 711 Joe Louis Drive, Perry, Georgia.

Respectfully Submitted,
Juanita Blanford



Where Georgia comes together.

STAFF REPORT

May 7, 2021

CASE NUMBER: RZNE-0091-2021
APPLICANT: Juanita Blanford
REQUEST: Rezone from C-2, General Commercial to R-3, Multi-Family Residential District
LOCATION: 711 Joe Louis Drive; Tax Map No. 0P0150 025000

ADJACENT ZONING/LANDUSES:

Subject Parcel: C-2, General Commercial District; vacant, undeveloped
North: R-3; single-family residence (vacant and abandoned)
South: C-2; single-family residence
East: R-3; vacant, undeveloped
West: C-2; vacant, undeveloped

BACKGROUND INFORMATION: The applicant is requesting to rezone the subject property from C-2, General Commercial, to R-3, Multi-family residential. According to the Houston County Assessor Records, the subject parcel is 0.12 acres. The property is located at 711 Joe Louis Drive.

The applicant owns the parcels located at 709 and 707 Joe Louis Drive in addition to the subject parcel, which are currently zoned R-3. The applicant is proposing to combine all three parcels into one, if 711 Joe Louis Drive is approved for rezoning, and develop four dwelling units.

STANDARDS GOVERNING ZONE CHANGES:

- 1. The suitability of the subject property for the zoned purposes.** The subject property is unsuitable for commercial use as it is currently zoned. The small lot size of 0.12-acres would not be appropriate for any commercial development. All other occupied parcels on Joe Louis Drive are residential properties. Residential development on the subject property is more appropriate than commercial as it is currently zoned.
- 2. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** Property values are diminished at the subject property because it is not feasible to develop under its current commercial zoning classification. The property cannot take advantage of its highest and best use unless it is zoned for residential development.
- 3. The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.** The current and proposed zoning classification does not pose any threat to the health, safety, morals, or general welfare of the public and surrounding neighborhood.
- 4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.** While the property owner faces hardship due to the impracticality of developing the lot as a commercial property, the neighborhood and public stand to gain a more appropriate development in the

neighborhood. The addition of new residential properties can enhance the neighborhood's aesthetics and potentially spur revitalization efforts. Further, the applicant's plan supports in-fill development in Perry's core area.

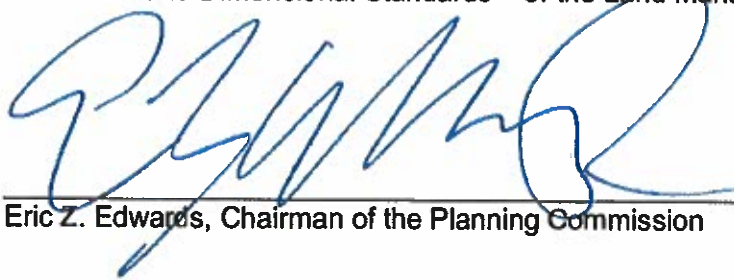
5. **Whether the subject property has a reasonable economic use as currently zoned.** The subject property does not have a reasonable economic use as it is currently zoned. Commercial development is not an appropriate use on the lot due to its small size.
6. **The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.** The subject property has never been developed.
7. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The use of the proposed zoning appears to have limited or no impact on surrounding properties. Most surrounding properties are residential and would not be negatively impacted by the development of additional residential properties.
8. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The proposed use of the property should not adversely affect existing uses or the usability of nearby properties based on the proposed layout of the site and the City of Perry's development standards.
9. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject property is identified as an "In-Town Corridor" character area in the 2017 Joint Comprehensive Plan Update. This character area encourages homes, shops, small businesses, and institutions grouped in attractive mixed-use centers. The proposed development of the subject property is expected to be aligned with similar uses located at adjacent properties, including properties currently zoned R-3.
10. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.** While the subject property is currently undeveloped, any new development, including residential property, will increase the use of existing streets and utilities. Water, sewer, and natural gas service, if applicable, will be provided by the City of Perry. The two streets projected to be impacted by the proposed development are Joe Louis Drive and Walcott Street. Both of these streets are classified as residential city streets and have adequate capacity to serve the proposed project. The Houston County Board of Education has been notified of this project and confirmed that the schools do have adequate capacity to serve any additional students resulting from the project.
11. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.** The approval of this zoning request would support consistent development along Joe Louis Drive. Since it is not feasible to develop a commercial use on the subject property, residential zoning is necessary for the property attain its highest and best use. The R-3 zoning classification will also support in-fill development within Perry's core area.

STAFF RECOMMENDATION: Staff recommends approval of the zoning change with the following condition:

1. Prior to development of subject property, the lots owned by the applicant on Joe Louis Drive (707, 709, and 711) shall be combined in order to develop in conformance with Article 5 – Measurements and Dimensional Standards – of the Land Management Ordinance.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the zoning change with the following condition:

1. Prior to development of subject property, the lots owned by the applicant on Joe Louis Drive (707, 709, and 711) shall be combined in order to develop in conformance with Article 5 – Measurements and Dimensional Standards – of the Land Management Ordinance.

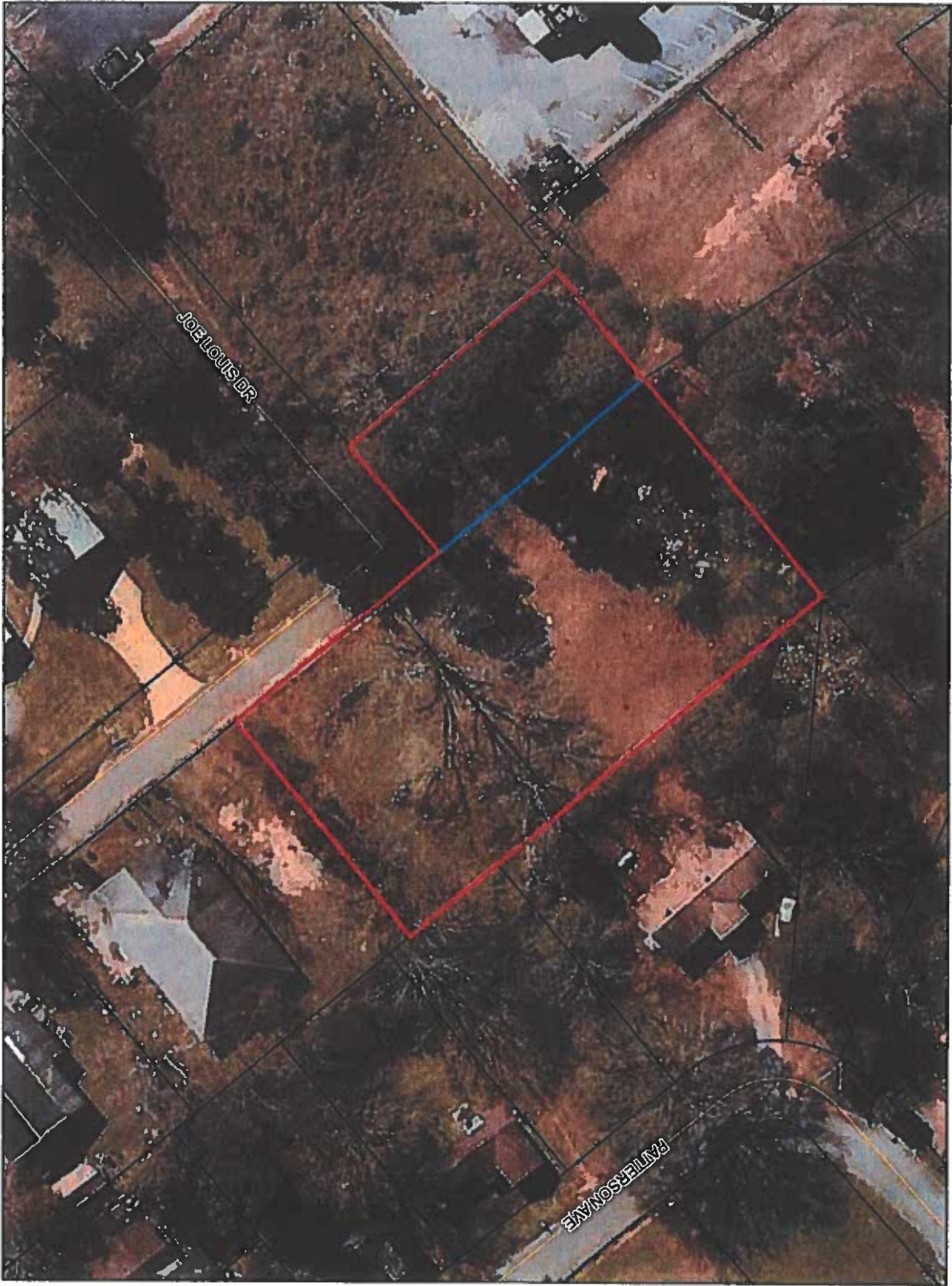


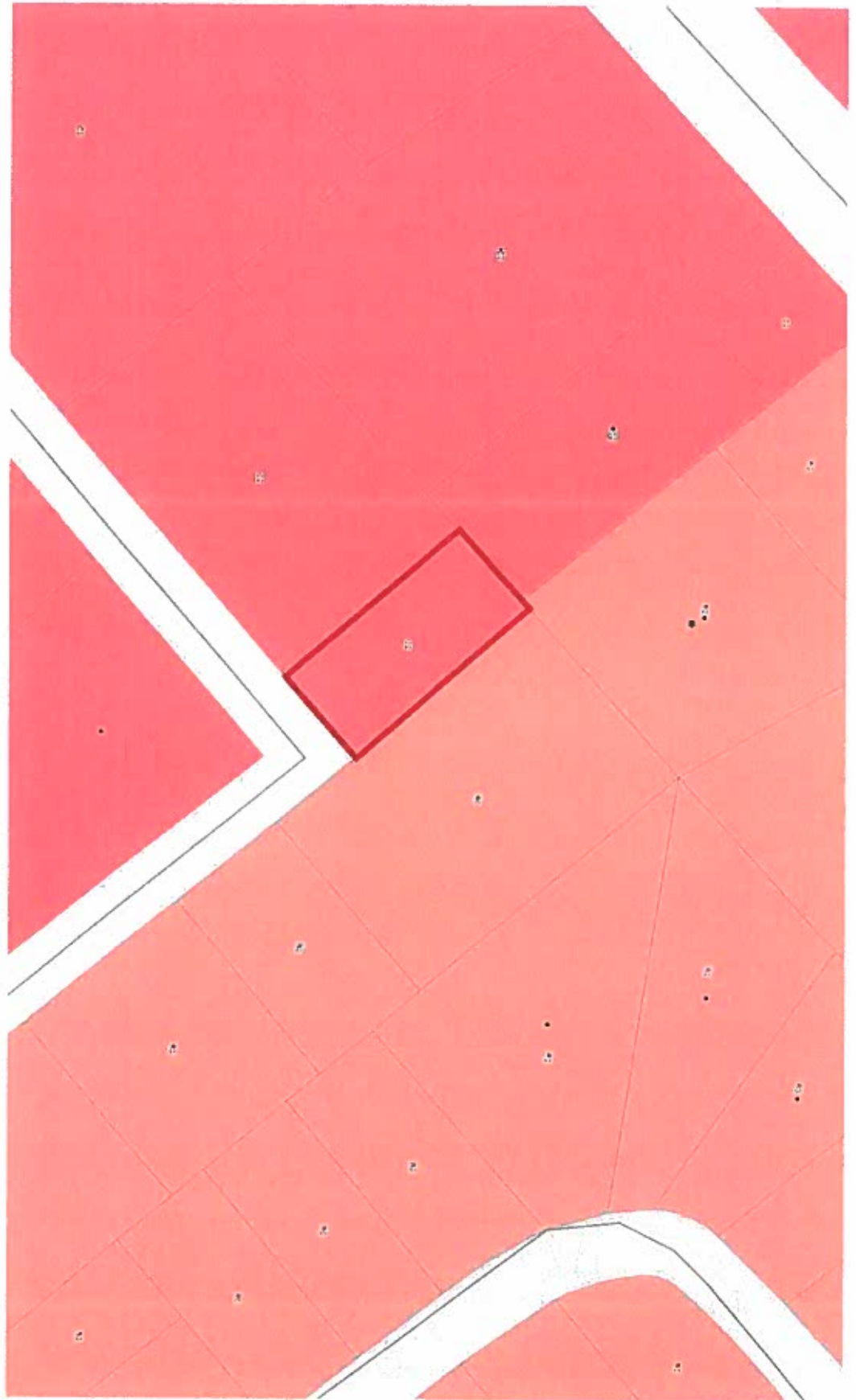
Eric Z. Edwards, Chairman of the Planning Commission

5/13/21

Date









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Application for Rezoning
 Contact Community Development (478) 988-2720

Application # **RZNE -**
0091 -
2021

Applicant/Owner Information

*Indicates Required Field

	Applicant	Property Owner
*Name	JUANITA BLANFORD	SAME
*Title	OWNER	
*Address	133 REVORE TOWN, FAIRBURN, GA 30713	
*Phone	770-917-0424	
*Email	JUANITABLANFORD@gmail.com	

Property Information

*Street Address or Location	711 JOE LOUIS DRIVE
*Tax Map #(s)	DPJL50-075000
*Legal Description	A. Provide a copy of the deed as recorded in the County Courthouse, or a metes and bounds description of the land if a deed is not available; B. Provide a survey plat of the property and/or a proposed site plan; C. For Annexation, a survey must be tied to the Georgia Planes Coordinate System.

Request

*Current Zoning District	C2	*Proposed Zoning District	R3
*Please describe the existing and proposed use of the property MULTI FAMILY, 4 UNITS DWELLING			

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
- Fees:
 - Residential - \$137.00 plus \$16.00/acre (maximum \$1,650.00)
 - Planned Development - \$158.00 plus \$16.00/acre (maximum \$2,900.00)
 - Commercial/Industrial - \$240.00 plus \$22.00/acre (maximum \$3,100.00)
- The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the rezoning). See Sections 2-2 and 2-3.1 of the Land Management Ordinance for more information. You may include additional pages when addressing the standards.
- The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
- An application for rezoning affecting the same parcel shall not be submitted more often than once every six months.
- The applicant must be present at the hearings to present the application and answer questions that may arise.
- Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No
 If yes, please complete and submit the attached Disclosure Form.

9. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

10. Signatures:

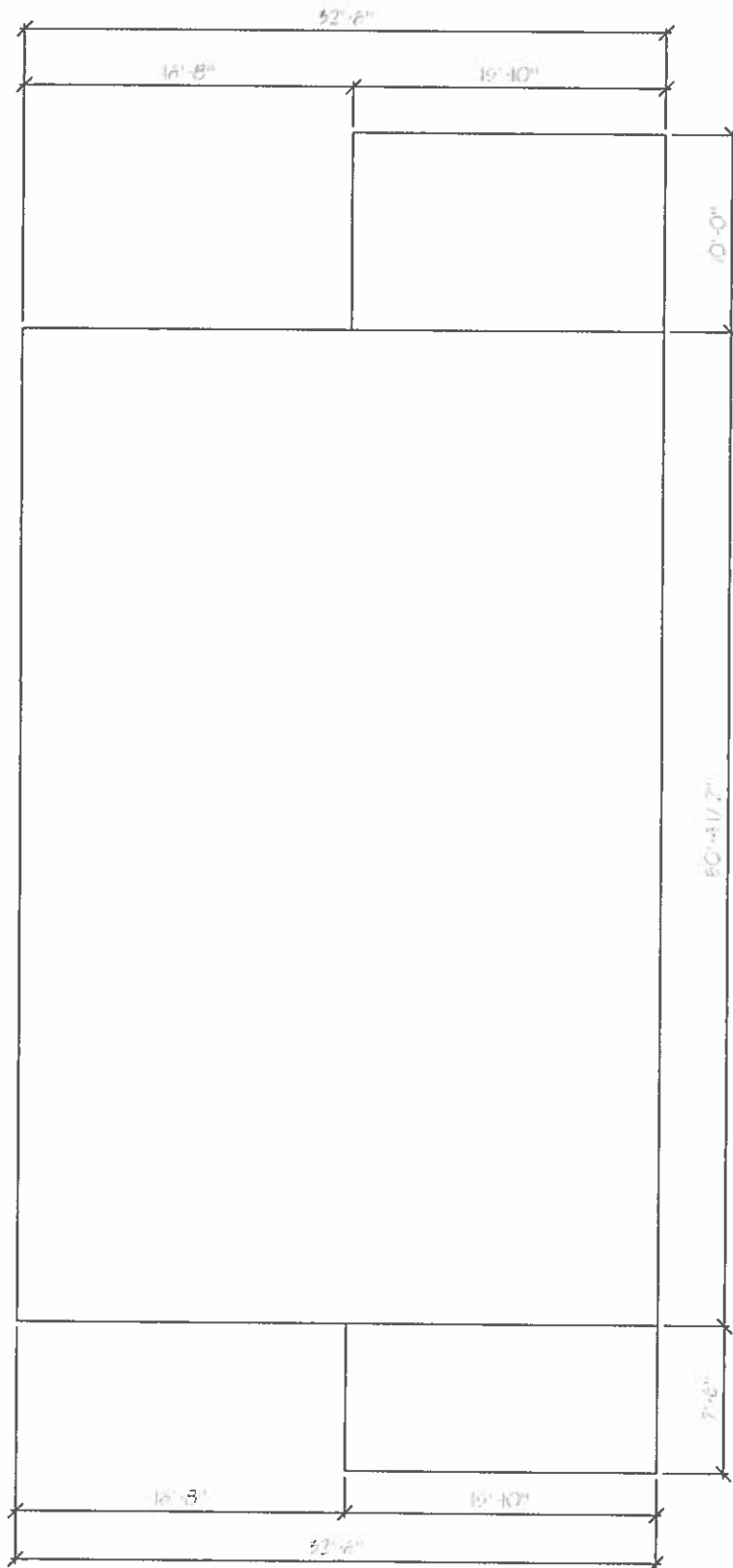
Applicant		Date	3/25/2021
Property Owner/Authorized Agent		Date	

Standards for Granting a Rezoning

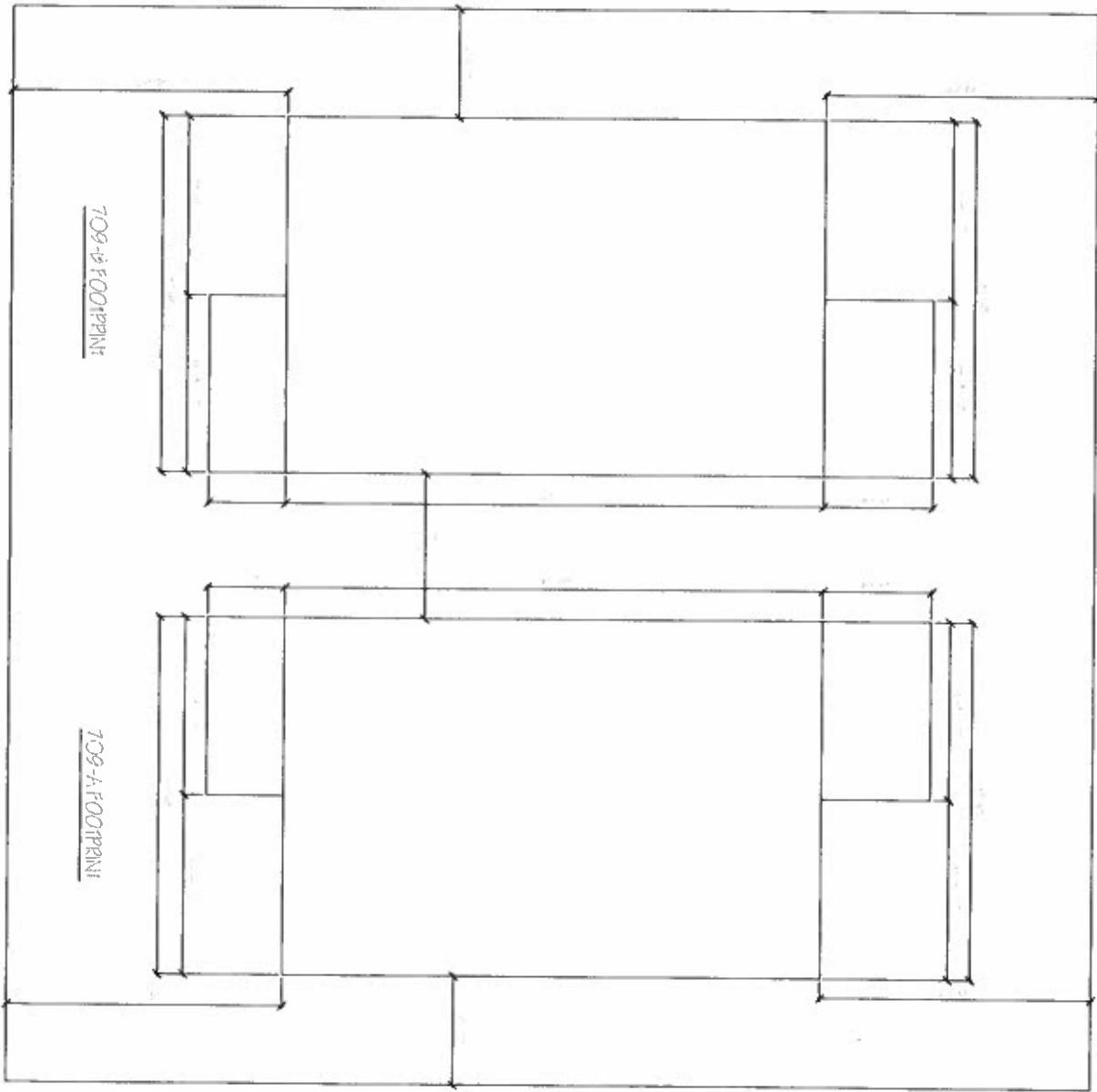
1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?
2. Describe the existing land uses and zoning classifications of surrounding properties.
3. Describe the suitability of the subject property for use as currently zoned.
4. Describe the extent to which the value of the subject property is diminished by the current zoning designation.
5. Describe the extent to which the diminished property value promotes health, safety, morals, and general welfare of the public.
6. Describe the relative gain to the public compared to any hardship imposed on the property owner.
7. Describe how the subject property has no reasonable economic use as currently zoned.
8. How long has the subject property been vacant as currently zoned, considering development in the vicinity?
9. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties.
10. Describe why the proposed zoning district will not adversely impact the use of surrounding properties.
11. Describe how the proposed zoning district is consistent with the Comprehensive Plan.
12. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.
13. Describe any other existing or changing conditions affecting the use and development of the subject property which support approval of the requested zoning district.

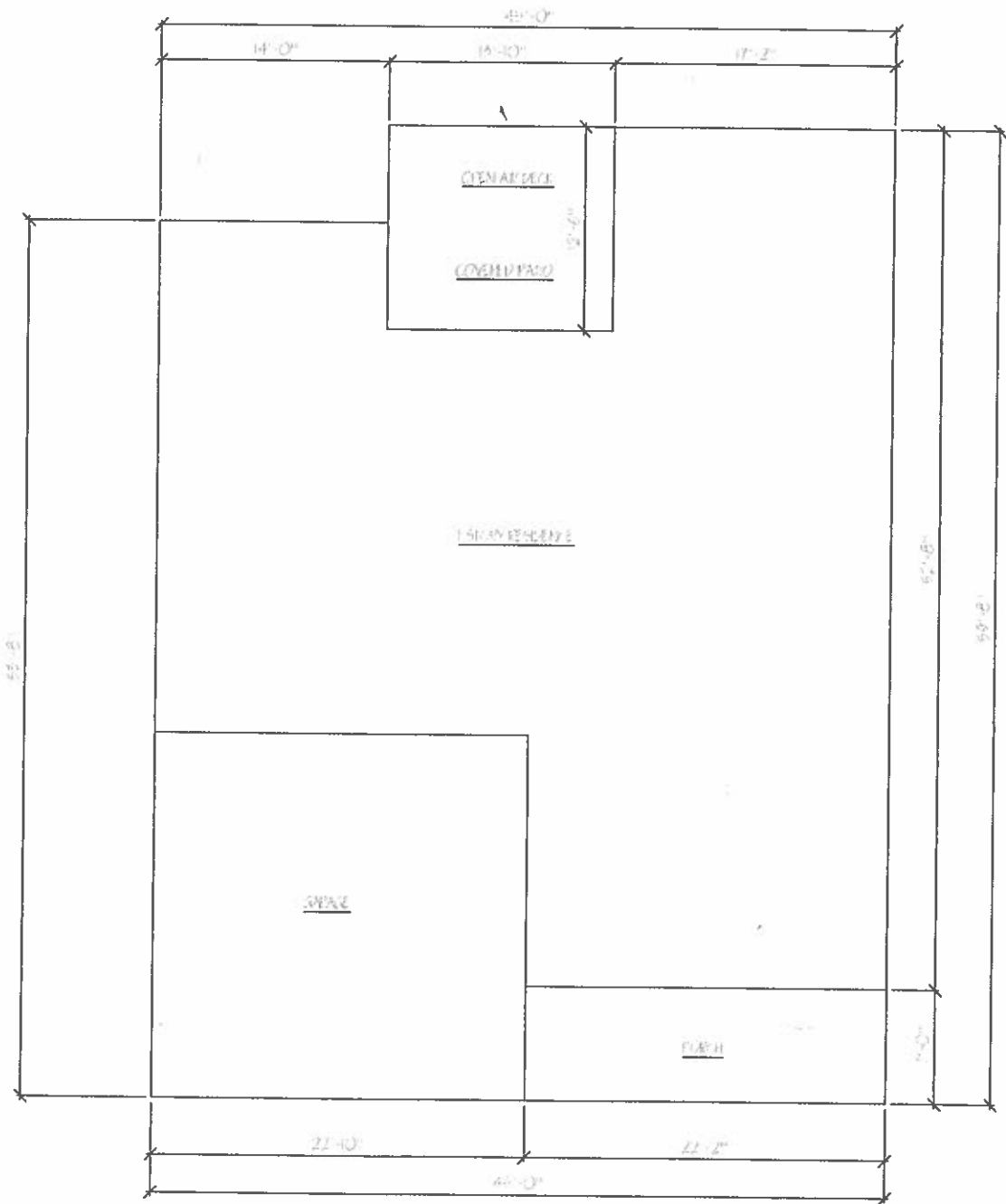
Standards for Granting a Rezoning

1. Yes, the existing residents would not be able to enjoy residential living. Business hours in residential neighbor, parking and size of lot.
2. The existing land uses and zoning classification of the surrounding properties is Residential.
3. Commercial use is unsuitable for the surrounding Residential Properties, and will preclude a business operation on this small lot size; traffic to and from, accessibility is deterred, exclude parking, and hinder enjoyment of surrounding residential living.
4. The property value is made less because commercial use is not feasible in the middle of the surrounding residentially used properties. Therefore, its value is less because of the unsuitable business location warrants no business is used and nothing existing on the property.
5. Residential use instead of commercial is not an interruption of the current existing residential use of land in the community, and sets the same existing atmosphere of the residential community use. Without Commercial Zoning and a business operating on the property, the residents can continue to enjoy their real estate, stay healthy & safe. I believe using the land for residential purpose, it is the acceptable thing to do for the residents of this community, that is right for the general welfare of the public.
6. The same residential use is gain to the public, and removes the hardship on me, the property owner, of finding a business fitted for the lot size, practical and a service to the community.
7. Aid of production & consumption of goods and services are already allocated and fulfilled; ease of use and efficient to individuals, people and businesses in this community.
8. Since inception of the current zoning this property has been vacant.
9. Uses permitted in the zoning district are Residential, including my other two properties at 707 and 709 Joe Louis Drive, and very compatible with surrounding properties.
10. Residential Zoning for 711 Joe Louis Drive will maintain and coincide with the existing surrounding Residential Used Properties.
11. Residential Zoning for 711 Joe Louis Drive will maintain the use that surrounding properties are currently using, the Comprehensive Plan.
12. Residential Zoning for 711 Joe Louis Drive will not cause any burden upon the existing public facilities and services because of the natural blend of residential living used that already resides.
13. Residential Zoning R3 for 711 Joe Louis Drive will allow residential development that will enhance the community value and maintain the same zoning as the surrounding properties.



711 JOE LOUIS DRIVE FOOTPRINT





NEW FOOTPRINT



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OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager ^{LG}
DATE: June 30, 2021
REFERENCE: Proposed text amendment

At your July 6, 2021, meeting you will be considering an amendment to the Perry Land Development Ordinance. There are several recommendations being proposed but a major point is to remove the requirement for a site plan unless the Administrator determines it is necessary. The Administration supports the recommendation from the Planning Commission for the following reasons:

1. There is no legal basis to require the developer to follow a site plan submitted as part of a rezoning/annexation petition.
2. Many factors such as topography, stormwater management, street lay out, utilities, lot size and developer market plans will require adjustments to a site plan before it is approved.
3. The Department of Community Development prepares its assessment based on the most intense use possible allowed in the proposed land use district. This is done without a site plan.
4. The public can be misled or feel betrayed if it thinks a site plan submitted is not the final development plan.
5. Council has the right under certain situations to request/require certain features. It cannot change density levels the district legally allows without the petitioner's agreement.
6. Petitions are submitted that do not make sense to require a site plan such as a single plat developed, a commenced parcel, an industrial request, etc.

cc: City Attorney
Mr. B. Wood



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STAFF REPORT

From the Department of Community Development
June 4, 2021

CASE NUMBER: TEXT-146-2021
APPLICANT: The City of Perry
REQUEST: Modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for: Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions.

STAFF ANALYSIS: The proposed text amendment modifies Section 2-2, Procedures, and specific subsections of Section 2-3, Specific Application Requirements.

Section 2-2.1 establishes the procedures for variances and appeals of administrative decisions. The amendment removes inconsistent language and clarifies the procedures for each application type. A statement regarding the applicant's responsibility to demonstrate compliance with applicable standards, and a provision clarifying the withdrawal of applications has been added. There is no substantive change from our current practices. The language is consistent with requirements of Georgia's Zoning Procedures Law.

Section 2-2.2 establishes the procedures for amendments to the official zoning map (rezoning), annexations and zoning of land, de-annexation of land, text amendments, and special exceptions. The amendment removes inconsistent language and clarifies the procedures to these application types. Annexation and zoning of land, and de-annexation of land have been added for clarification. Special exceptions have been removed from Section 2-2.1 and added to this section. Clarification of who may initiate the various application types has been clarified. A statement regarding the applicant's responsibility to demonstrate compliance with applicable standards, and a provision clarifying the withdrawal of applications has been added. Statements regarding modification of applications by the applicant have also been added. Language has been included which authorizes the Planning Commission to recommend, and the City Council to approve, a less intense or intermediate zoning classification than is requested by the applicant. There is no substantive change from our current practices. The language is consistent with requirements of Georgia's Zoning Procedures Law.

Section 2-3.1 establishes the standards used to consider amendments to the official zoning map (rezoning), annexation and zoning of land. Duplicative procedures have been removed from this section. The standards for considering rezoning applications have not changed. Standards for considering the zoning of lands being annexed into the city have been added. The standards are consistent with established case law in Georgia.

Section 2-3.2 establishes the standards used to consider amendment to the text of the ordinance. Duplicative procedures have been removed from this section. The standards proposed in this section are new. They are intended to be used as a guide for the Planning Commission and City Council when evaluating the impact of a proposed text amendment.

Section 2-3.3 establishes the standards used to consider a planned unit development (PUD). The only change to this section is the addition of a statement indicating that the procedures for establishing a PUD are the same as those for rezoning.

Section 2-3.5 establishes the standard used to consider special exceptions. Duplicative procedures have been removed from this section. The standards for considering special exception applications have not changed.

Section 2-3.7 establishes the standards for considering variance applications. Duplicative procedures have been removed from this section. The standards for considering a variance have not changed, except that the phrase in subsection (B) has been separated from standard number (4). The separate four standards for considering a variance request because of a violation have been removed. There should only be one set of standards for a variance, and the existence of a violation should not have an impact on applying those standards.

STANDARDS FOR GRANTING A TEXT AMENDMENT:

1. *Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan;*

The proposed amendment has no development impact. Therefore, this standard is not applicable.

2. *Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations;*

The proposed amendment removed duplicative and inconsistent language and clarifies procedures and standards for various application types. The amendment is consistent with the Land Management Ordinance and State Law.

3. *Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted;*

Staff identified duplicative and inconsistent language in the current ordinance which needed to be addressed. Provisions to codify current practices are added.

4. *Whether, and the extent to which, the proposed amendment addresses a demonstrated community need;*

The proposed amendment will benefit the development community and the general public by providing clarity to procedures and the standards by which certain applications are evaluated.

5. *Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city;*

The proposed amendment has no development impact. Therefore, this standard is not applicable.

6. *Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern;*

The proposed amendment has no development impact. Therefore, this standard is not applicable.

7. *Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands; and*

The proposed amendment has no development impact. Therefore, this standard is not applicable.

8. *Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).*

The proposed amendment has no development impact. Therefore, this standard is not applicable.

STAFF RECOMMENDATION: Staff recommends approval of the proposed text amendment.



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Application # TEXT-146-2021

Application for Text Amendment

Contact Community Development (478) 988-2720

Applicant Information

*Indicates Required Field

Applicant	
*Name	Bryan Wood for the City of Perry
*Title	Director of Community Development
*Address	1211 Washington Street, Perry, GA 31069
*Phone	478-988-2714
*Email	bryan.wood@perry-ga.gov

Request


*Please provide a summary of the proposed text amendment:

Modifications to Land Management Ordinance Sections 2-2.1, 2-2.2, 2-3.1, 2-3.2, 2-3.3, 2-3.5, and 2-3.7 to remove duplicative language, to clarify the requirements for various zoning applications, and to clarify the procedures for various zoning applications, including the authority of the Planning Commission and City Council. The specific zoning applications being modified are those for:

Official zoning map amendments; Annexation and zoning of land; De-annexation of land; Amendments to the text of the ordinance; Planned unit developments; Special exceptions; and Variances and Appeals of administrative decisions.

Instructions

1. The application, fee (made payable to the City of Perry), and proposed text of the amendment must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. Fees: Actual cost of required public notice.
3. The applicant must state the reason for the proposed text amendment. See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Text amendment applications require an informational hearing before the planning commission and a public hearing before City Council.
6. The applicant must be present at the hearings to present the application and answer questions that may arise.
7. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes ___ No X
If yes, please complete and submit the attached Disclosure Form.
8. The applicant affirms that all information submitted with this application, including any/all supplemental information is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
9. Signatures:

*Applicant	 Bryan Wood, Director of Community Development, for the City of Perry	*Date	5/17/2021
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Sec. 2-2. Procedures.

2-2.1. *Variances and appeals of administrative decisions.* Applications for variances and appeals of administrative decisions shall be considered at a public hearing held by the Planning Commission for such purposes, following the adopted policies and procedures governing zoning hearings.

- (A) *Initiation of application.* An application for variance or appeal of an administrative decision may be initiated by the owner(s) of the subject property or their authorized agent(s). Any person aggrieved or affected by a decision or interpretation of the administrator may also initiate an appeal.
- (B) *Application requirements.*
 - (1) An application for variance or appeal of an administrative decision must be submitted in writing to the administrator on the form provided by the administrator.
 - (2) The application shall be accompanied by plans, plats, photographs, or other documents as may be required by the administrator to fully understand the extent of the proposed variance or the grounds of the appeal.
 - (3) An application for appeal shall be filed within ten (10) business days of the date of the decision/interpretation being appealed.
 - (4) No application shall be scheduled for a public hearing until it is deemed complete by the administrator, including payment of any required fees established by council.
- (C) *Public hearings.*
 - (1) The administrator shall cause to have posted in a conspicuous place on the property in question a minimum of one (1) "public hearing" sign for every 1,000 feet of road frontage, each of which shall not be less than six (6) square feet in area, and which shall state the date, time, place, and purpose of the public hearing. Such signs shall be placed on the subject property at least fifteen (15) days prior to but not greater than forty-five (45) days before the public hearing.
 - (2) The commission shall fix a reasonable time for the hearing of appeals or variances and shall decide the same within forty-five (45) days from the date of such public hearing at which the application was first heard.
 - (3) The applicant bears the burden of proof to demonstrate that an application complies with applicable approval standards of this chapter.
 - (4) Any person may appear at a hearing and submit testimony, either individually, or as a representative of a person or an organization.
 - (5) When considering a variance, the commission shall approve, approve with conditions, approve with modifications, or deny the application.
 - (6) When considering an appeal of an administrative decision, the commission shall, in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or may modify the order, requirements, decisions or determination of the

administrator, and to that end, shall have all the powers of the administrator and may issue or direct the issuance of a zoning compliance permit.

- (7) The planning commission may continue a hearing to a fixed date, time and place, subject to the time restriction for deciding an application listed above in section (C)(2).
- (D) *Stay of legal proceedings.* An appeal of an administrative decision stays all legal proceedings in furtherance of the action appealed from, unless the administrator certifies to the commission after the notice of appeal shall have been filed with him that, by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life and/or property. In such case, a proceeding shall not be stayed other than by a restraining order which may be granted by said commission or by a court of record, on application, on notice to the official from whom the appeal is taken and on due cause.
- (E) *Withdrawal of application.* Any petition for a hearing before the planning commission may be withdrawn prior to action thereon by said commission at the discretion of the person, firm or corporation initiating such a request upon written notice to the administrator. The fee for a withdrawn application shall not be refunded once public notice of the application has been initiated.
- (F) *Time for reconsideration following denial.* When an application for variance is denied by the Commission, another application for variance on the same property shall not be considered for six (6) months from the date of the denied application.
- (G) *Appeal to Superior Court.* Any person or persons severally or jointly aggrieved by any decision of the planning commission may take an appeal to the superior court.

2-2.2. *Amendments to the official zoning map, annexation and zoning of land, de-annexation of land, text amendments, and special exceptions.* Applications for amendments to the official zoning map, annexation and zoning of land, de-annexation of land, text amendments, and special exceptions shall be considered by the Planning Commission at an informational hearing to provide a recommendation to City Council. City Council shall conduct a public hearing on each application. Informational hearings and public hearings shall follow the adopted policies and procedures governing zoning hearings.

(A) *Initiation of application.*

- (1) Amendments to the official zoning map and special exceptions may be initiated by the owner(s) of the subject property, the authorized agent(s) of the owner(s) of the property, by the city council, by the administrator, or by recommendation of the planning commission.
- (2) Annexation and zoning of land may be initiated by the owner(s) of the subject property, their authorized agent(s), or by the city council through resolution and referendum or pursuant to a local act passed by the General Assembly.
- (3) De-annexation of land may be initiated by the owner(s) of the subject property or their authorized agent(s).
- (4) Amendments to the text of the ordinance may be initiated by city council, by the administrator, or by recommendation of the planning commission.

(B) *Application requirements.*

- (1) An application must be submitted in writing to the administrator on the form provided by the administrator.
- (2) An application shall be accompanied by plans, plats, photographs, or other documents as may be required by the administrator to fully understand the extent of the proposal.
- (3) All applications shall be submitted to the administrator pursuant to established application submittal schedules included in the administrative manual.
- (4) No application shall be scheduled for an informational or public hearing until it is deemed complete by the administrator, including payment of any required fees established by Council.

(C) *Informational hearings.*

- (1) For an informational hearing, the administrator shall cause to have posted in a conspicuous place on the property involved in an application a minimum of one (1) "informational hearing" sign for every one thousand (1,000) feet of road frontage, each of which shall be not less than six (6) square feet in area and shall include the date, time, place and purpose of the informational hearing. Such signs shall be posted on the subject property at least fifteen (15) days prior to but not greater than forty-five (45) days before the informational hearing.
- (2) Informational hearings for a text amendment to the ordinance are not subject to the sign posting requirements outlined in section (C)(1) above.
- (3) The planning commission shall hold an informational hearing and shall make a recommendation to City Council. A report of planning commission's recommendation accompanying a summary of the proceedings of the hearing shall be submitted to mayor and council.
- (4) The applicant bears the burden of proof to demonstrate that an application complies with applicable approval standards of this chapter.
- (5) Any person may appear at a hearing and submit testimony, either individually, or as a representative of a person or an organization.
- (6) The planning commission's recommendation shall be for approval, approval with conditions, approval with modifications, or denial of the application. For zoning amendments, the commission may include recommendations for conditions or limitations on uses appropriate to ameliorate the impact on the surrounding area and may recommend a less intense use or intermediate zoning classification. Where the applicant does not agree to such conditions or limitations on uses, the recommendation shall be interpreted as a recommendation for denial.
- (7) The commission shall have forty-five (45) days from the date of the informational hearing at which the application was first heard within which to submit a report to the council. If the commission fails to submit a report within the forty-five (45) day period, it shall be deemed to have recommended approval of the application.

- (8) The planning commission may continue a hearing to a fixed date, time and place, subject to the time restriction for submitting a report on an application to city council as listed above in section (C)(7).

(D) *Public hearings.*

- (1) The council shall hold a public hearing thereon provided that legal notice has been published in a newspaper of general circulation in the city no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing. Such published notice shall comply with the provisions of O.C.G.A. §36-66-4.
- (2) For a public hearing, the administrator shall cause to have posted in a conspicuous place on the property involved in an application, a minimum of one (1) “public hearing” sign for every one thousand (1,000) feet of road frontage, each of which shall be not less than six (6) square feet in area and shall include the date, time, place and purpose of the public hearing. Such signs shall be posted on the subject property at least fifteen (15) days prior to but not greater than forty-five (45) days before the public hearing.
- (3) The council shall hold a public hearing at the earliest possible time under the time limits spelled out above to consider the application.
- (4) The recommendations of the commission shall be read aloud into the minutes at the public hearing.
- (5) The applicant bears the burden of proof to demonstrate that an application complies with applicable approval standards of this chapter.
- (6) Any person may appear at a hearing and submit testimony, either individually, or as a representative of a person or an organization.
- (7) The council shall take action on the application within forty-five (45) days from the date of the public hearing by approving or disapproving the recommendation, by approving it with conditions, by approving it with modifications, by approving a less intense use or intermediate zoning classification, or by remanding the matter with instructions to the planning commission. For zoning amendments, the council may include conditions or limitations on uses appropriate to ameliorate the impact on the surrounding area and may approve a less intense use or intermediate zoning classification. Where the applicant does not agree to such conditions or limitations on uses, the application will be denied.
- (8) Following remand, upon resubmission by the commission, the council shall hold a public hearing as described above and take final action on the request.
- (9) City council may continue any hearing to a fixed date, time and place, subject to the time restriction for acting on an application as listed above in section (D)(7).

(E) *Modification of application by applicant.*

- (1) *Prior to public hearing.* An application may be modified by the applicant any time prior to the administrator submitting the required notice for the public hearing for publication to the newspaper of general circulation. Such modification request must be in writing from the applicant and submitted to the administrator.

- (2) *During the public hearing.* In response to questions or comments by persons appearing at the public hearing, or in response to suggestions or recommendations from the reviewing body, the applicant may agree to modify his application, including the plans and specifications submitted. Unless such modifications are so substantial or material that the reviewing body cannot reasonably perceive the nature and impact of the proposed modifications without having revised plans before it, the reviewing body may approve the application contingent upon receiving plans reflecting the agreed-upon changes. Any required permit will not be issued until the plans reflecting the agreed-upon modifications are verified by the administrator.
- (F) *Withdrawal of application.* Any application may be withdrawn prior to final action at the discretion of the person, firm or corporation initiating such request upon written notice to the administrator. The fee for a withdrawn application shall not be refunded once public notice of the application has been initiated.
- (G) *Time for reconsideration following denial.* When an application is denied by city council, the same type of application on the same property shall not be considered for six (6) months from the date of the denied application.

Sec. 2-3. Specific application requirements.

2-3.1. Official zoning district map amendments; annexation and zoning of land.

- (A) In reviewing a proposed amendment to the official zoning district map and taking action on said proposed amendment, the planning commission and city council shall consider the following standards governing the exercise of the zoning power as adopted in accordance with O.C.G.A. § 36-66-5(b):
- (1) The existing land uses and zoning classification of nearby property;
 - (2) The suitability of the subject property for the zoned purposes;
 - (3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;
 - (4) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;
 - (5) The relative gain to the public as compared to the hardship imposed upon the individual property owner;
 - (6) Whether the subject property has a reasonable economic use as currently zoned;
 - (7) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;
 - (8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property;
 - (9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;
 - (10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;
 - (11) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and
 - (12) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.
- (B) In reviewing an application for annexation and zoning of land and taking action on said application, the planning commission and city council shall consider the following standards:
- (1) The existing land uses and zoning classification of nearby property;
 - (2) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property;
 - (3) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property;

- (4) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;
- (5) Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools; and
- (6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

2-3.2. Amendments to the text of the ordinance.

(A) In reviewing an application for an amendment to the text of the ordinance and acting on said application, the planning commission and city council may consider the following standards:

- (1) Whether, and the extent to which, the proposed amendment is consistent with the Comprehensive Plan;
- (2) Whether, and the extent to which, the proposed amendment is consistent with the provisions of this chapter and related city regulations;
- (3) Whether, and the extent to which, there are changed conditions from the conditions prevailing at the time that the original text was adopted;
- (4) Whether, and the extent to which, the proposed amendment addresses a demonstrated community need;
- (5) Whether, and the extent to which, the proposed amendment is consistent with the purpose and intent of the zoning districts in this chapter, will promote compatibility among uses, and will promote efficient and responsible development within the city;
- (6) Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern;
- (7) Whether, and the extent to which, the proposed amendment will result in beneficial impacts on the natural environment and its ecology, including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, and wetlands; and
- (8) Whether, and the extent to which, the proposed amendment will result in development that is adequately served by public facilities and services (roads, potable water, sewerage, schools, parks, police, fire, and emergency medical facilities).

2-3.3. Planned unit development (PUD). Permitted uses for planned unit development districts are established in subsection 4-1.3 of this chapter. Use, area, bulk, and height requirements shall be determined by the procedures set forth in this section.

(A) *Specific requirements.* In order to qualify for a planned unit development district zoning classification a proposed development area shall be in one ownership or management, or if in several ownerships, the application for amendment to this section shall be filed

jointly by all of the owners of the properties included in the plan. Applications for planned unit development shall be submitted to the administrator pursuant to established application submittal schedules included in the administrative manual.

- (B) *Procedure for approval of a planned unit development (PUD) district.* The filing of a plan for a planned unit development shall follow the procedures for amendment to the official zoning map in Section 2-2.2 and shall meet the requirements specified in this section. In addition, the following regulations shall apply:
- (1) Two (2) copies of a preliminary site plan shall be submitted to the commission.
 - (2) The commission shall review the proposals prior to submitting a recommendation to the council. The commission may make reasonable additional requirements including but not limited to utilities, drainage, landscaping, and maintenance thereof, lighting, signs and advertising devices, screening, access ways, curb cuts, traffic control, height and setback of buildings, to protect adjoining uses, or to protect the PUD from adjacent uses.
 - (3) Approval by the council subsequent to a public hearing constitutes creation of the planned unit development (PUD) district.
- (C) *Preliminary site plan required.* The preliminary site plan which accompanies an application for approval of PUD shall show the following:
- (1) The proposed title of the project and the name of the engineer, architect, designer, or landscape architect, and the development.
 - (2) The north point, scale, and date; the scale of the site plan shall be as follows:
 - (a) For projects containing fifty (50) acres or more, not more than one hundred (100) feet to one inch.
 - (b) For projects containing less than fifty (50) acres, not more than fifty (50) feet to one inch.
 - (3) Existing zoning and zoning district boundaries and proposed changes in zoning.
 - (4) The boundaries of the property involved, the location of all existing easements, section lines, and property lines, existing streets, buildings and other existing physical features in or adjoining the project.
 - (5) The location and size of existing and proposed streets, alleys, driveways, curb cuts, entrances and exits, loading areas (including number of parking and loading spaces), and outdoor lighting systems.
 - (6) The location of proposed lots, setback lines, and easements, and proposed reservations for parks, parkways, playgrounds, school sites, and open spaces.
 - (7) The location and height of all proposed main and accessory buildings for all structures except single- and two-family dwellings.
 - (8) Location, height and material of all fences, walls, screens, plants and landscaping.
 - (9) Proposed location, intended use, and character of all buildings. For residential structures, show type and number of dwellings, and minimum square footage of single-family detached dwellings.

- (10) Location, character, size and height and orientation of proposed signs.
 - (11) A location map showing the position of the proposed development in relationship to the surrounding area.
 - (12) A tabulation of the total number of acres in the project, gross and net, and the percentage thereof proposed to be devoted to different dwelling types, commercial uses, other nonresidential uses, off-street parking, streets, parks, schools, and other public and private reservations.
 - (13) A tabulation of the total number of dwelling units of various types in the project and the overall project density in dwelling units per acre, gross and net, as required by district regulations.
 - (14) A detailed legal description of the location of the site.
 - (15) A discussion of the proposed standards for development including restrictions on the use of the property, density standards and yard requirements restrictive covenants. The commission may establish additional requirements for the preliminary site plan and in special cases, may waive a particular requirement if, in its opinion, the inclusion of that requirement is not essential to a proper decision on the project.
- (D) *Final plat required.* A final plat shall be recorded prior to submission of an application for a building permit. The plat shall comply with all laws, regulations, and resolutions governing the approval of subdivisions and, in addition, shall show all the features required on the preliminary site plan. A plat of development shall be recorded regardless of whether a subdivision is proposed. At least one of the final site plan maps shall include topographical contour lines at intervals no less than five (5) feet.
- (E) *Review standards.* The commission shall review plans for proposed planned unit developments for conformity with the comprehensive plan. Specifically, the proposed plan shall meet the following conditions.
- (1) The plan shall conform to the purpose and intent of this chapter as stated in section 1-3.
 - (2) Access to all developed property shall be sufficient to provide for an acceptable level of fire protection.
- (F) *Miscellaneous provisions.*
- (1) *Amendments and additions.* Amendments or additions to an approved plan or to the boundaries of the PUD shall be accomplished subject to the same regulations and procedures applicable to a new application.
 - (2) *Deed restrictions.* The commission may require filing of deed restrictions to help carry out the intent of this chapter.
- (G) *Site design requirements.*
- (1) *Location of district.* A PUD district may be established anywhere within the City of Perry, Georgia.

- (2) *Site design, general.* The proposed development must be designed so as to produce an environment of stable and desirable character not out of harmony with its surrounding neighborhoods. The review by the commission shall consider the following design elements:
- (a) *Privacy.* Personal and individual privacy shall be maintained and balanced with the provision of public and common areas.
 - (b) *Variety.* Interest and variety shall be sought by means of street design and changes in mixtures of building types, heights, facades, uses, setbacks, plants, or size of open space. The design should be harmonious as a whole and not simply from street-to-street.
 - (c) *Traffic and parking.* No through or commercial traffic should be permitted; streets should not be straight for long distances, but should curve so as to discourage fast movement of traffic; group parking areas should be screened as defined in section 6-3 so that the vehicles are substantially hidden from the street.
 - (d) *Lot area and lot width, general.* The commission will establish lot area and lot width. However, the minimum lot or width may not be reduced if the Houston County/Peach County Health Department determines that an increased area or width is necessary for health reasons.
 - (e) *Setbacks.* The commission will establish setback requirements for all structures.
 - (f) *Open space.* Open space should be incorporated into the PUD plan. It can be common areas, parks, recreational facilities, greenspace, landscape buffers, pedestrian trails, etc. The open space can be suitably improved or unimproved if containing natural features worth of preservation.
 - (g) *Street standards.* All streets in the PUD plan should be standard streets.
 - (h) *Other building requirements.* The commission shall determine other development standards.

2-3.5. *Special exceptions.*

- (A) In reviewing a proposed application for a special exception, the planning commission and the city council shall consider the following standards, where applicable:
- (1) The existing land use pattern.
 - (2) Whether the proposed use is consistent with the Comprehensive Plan.
 - (3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection.
 - (4) Whether the proposed use will be of such location, size, and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties in accordance with the zoning classification of such properties, the existing land use pattern or the Comprehensive Plan.
 - (5) Whether, in the case of any use located in, or directly adjacent to, a residential district or area:
 - (a) The nature and intensity of operations will be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient to, or incongruous with, said residential district or area, or conflict with the normal traffic of the neighborhood; and
 - (b) The location and height of buildings, and other structures, and the nature and extent of screening, buffering or landscaping on the site will be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings in conformance with existing zoning districts and development pattern.
 - (6) Whether the proposed use will increase the population density resulting in the increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.; or approval of the use would encourage adjacent areas to develop at higher densities than provided in the comprehensive plan resulting in the overtaxing of such public facilities.
 - (7) Whether the proposed use will cause a health hazard, a public safety problem, or create a nuisance or cause excessively increasing traffic and associated congestion; create a drainage problem; generate unnecessary disturbance due to noise, the emission of smoke or other contaminants, odor, electrical interference, or cause pollution to land, air and/or water.
 - (8) Whether the proposed change will adversely affect property values in adjacent areas.
 - (9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located.

2-3.7. *Variances.*

- (A) In reviewing a proposed application for variance, the planning commission shall find that the application meets all the following standards:
 - (1) By reason of exceptional narrowness, shallowness, shape, topographical conditions, or other extraordinary situations or conditions peculiar to a specific parcel of property, the strict application of these regulations would result in peculiar or unusual, practical, difficulties to or exceptional or undue hardship upon the owner of such property;
 - (2) Such variance is the minimum reasonably necessary to overcome the aforesaid exceptional conditions;
 - (3) Such variance can be granted without substantial impairment to the intent, purpose, and integrity of this chapter and/or the comprehensive plan or other master plan adopted for the property;
 - (4) Such variance will not be detrimental to the use and enjoyment of adjoining or neighboring properties.
- (B) Nothing herein shall permit the commission to grant a variance to any setback or yard requirements for property zoned for commercial or industrial purposes when such property abuts or immediately adjoins any property zoned for residential purposes unless such residential property is proposed for commercial or industrial use in the Comprehensive Plan.
- (C) Variances cannot be granted for use of land or structures not permitted or prohibited, or to increase the density of development for a tract beyond that permitted by the zoning district.
- (D) If the hardship invoking the provisions of this section was the result of the applicant's intentional disregard or willful failure to comply with the terms of this ordinance, the commission may refuse to grant a variance.

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS as follows:

WHEREAS, proper application to annex properties to the City of Perry, Georgia has been made by Perry Volunteer Outreach, Inc., the owner of the land hereinafter described as follows:

TRACT 1: Parcel No. 000340 065000; 3.33 acres

All that tract or parcel of land lying and being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, and comprising 3.33 acres, more or less, and being identified as Tax Map Parcel No. 000340 065000, and being a portion of Parcel "C" containing 8 acres, as shown in Plat Book 54, Page 27, Clerk's Office, Houston Superior Court. Said 3.33-acre parcel of land is bounded on the north by Tax Map Parcel No. 0P0340 030000 consisting of 4.67 acres of property of Perry Volunteer Outreach, Inc. which together, with said parcel of 3.33 acres comprises the total 8 acres of Parcel "C"; bounded on the west by property of Perry Volunteer Outreach, Inc.; bounded on the south by other lands of Perry Volunteer Outreach, Inc.; and bounded on the east by U.S. Highway 41.

Deed Reference: Book 5513, Pages 25-26

TRACT 2: Parcel No. 000340 015000; 6.25 acres

All that tract or parcel of land lying and being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, and comprising 6.25 acres, more or less, and being a western portion of that tract or parcel of land lying in being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, known and designated as Parcel "A", containing 18.883 acres, as shown in Plat Book 26, Page 212, Clerk's Office, Houston Superior Court. Said 6.25 acre parcel of property is bounded on the north by property now or formerly owned by Perry Volunteer Outreach, Inc.; on the west by lands of Perry Area Community Trust and lands of Greenway Developers, Inc.; on the south by lands of The City of Perry known as Grace Village; on the east by a parcel of property containing 5.27 acres now or formerly owned by SunTrust Bank and also on the east by other lands of Frank Shelton.

Deed Reference: Book 5513, Pages 25-26

TRACT 3: Parcel No. 000190 010000; 2.54 acres

All the tract or parcel of land situate, lying and being in Land Lot 48 of the 14th Land District of Houston County, Georgia and being known and designated as Parcel 1, containing 2.535 acres as is more particularly shown on a Plat of Survey dated February 9, 2006 prepared by Theodore W. Waddle Jr., G.R.L.S. No. 2139. Said plat being recorded in Plat Book 66, Page 112, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Deed Reference: Book 6635, Pages 61-62

Said property is rezoned subject to the following condition:

- 1. Parcels 000340 015000 and 000190 010000 shall provide a ten-foot (10') wide landscape easement in favor of the City of Perry along the street frontage of the properties immediately adjacent to the right-of-way for commercial properties that are located outside 1,100 feet of a major intersection.**

NOW THEREFORE, pursuant to the act of the General Assembly of the State of Georgia 1962, Page 119; 1969, Page 504 the above-described property is annexed to the City of Perry and the precinct boundary is changed accordingly.

This annexation shall become effective for ad valorem tax purposes on December 31, 2021, and for all other purposes shall become effective on August 1st, 2021.

SO ENACTED this 20th day of July, 2021.

CITY OF PERRY, GEORGIA

(SEAL)

BY: _____
RANDALL WALKER, MAYOR

ATTEST: _____
ANNIE WARREN, CITY CLERK

1st Reading: July 6, 2021
2nd Reading: July 20, 2021

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from Houston County R-AG, Agricultural Residential District to City of Perry C-2, General Commercial District and the city's zoning map is amended accordingly relative to property of **PERRY VOLUNTEER OUTREACH, INC.** described as follows:

TRACT 1: Parcel No. 000340 065000; 3.33 acres

All that tract or parcel of land lying and being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, and comprising 3.33 acres, more or less, and being identified as Tax Map Parcel No. 000340 065000, and being a portion of Parcel "C" containing 8 acres, as shown in Plat Book 54, Page 27, Clerk's Office, Houston Superior Court. Said 3.33-acre parcel of land is bounded on the north by Tax Map Parcel No. 0P0340 030000 consisting of 4.67 acres of property of Perry Volunteer Outreach, Inc. which together, with said parcel of 3.33 acres comprises the total 8 acres of Parcel "C"; bounded on the west by property of Perry Volunteer Outreach, Inc.; bounded on the south by other lands of Perry Volunteer Outreach, Inc.; and bounded on the east by U.S. Highway 41.

Deed Reference: Book 5513, Pages 25-26

TRACT 2: Parcel No. 000340 015000; 6.25 acres

All that tract or parcel of land lying and being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, and comprising 6.25 acres, more or less, and being a western portion of that tract or parcel of land lying in being in Land Lot 318 of the Thirteenth Land District of Houston County, Georgia, known and designated as Parcel "A", containing 18.883 acres, as shown in Plat Book 26, Page 212, Clerk's Office, Houston Superior Court. Said 6.25 acre parcel of property is bounded on the north by property now or formerly owned by Perry Volunteer Outreach, Inc.; on the west by lands of Perry Area Community Trust and lands of Greenway Developers, Inc.; on the south by lands of The City of Perry known as Grace Village; on the east by a parcel of property containing 5.27 acres now or formerly owned by SunTrust Bank and also on the east by other lands of Frank Shelton.

Deed Reference: Book 5513, Pages 25-26

TRACT 3: Parcel No. 000190 010000; 2.54 acres

All the tract or parcel of land situate, lying and being in Land Lot 48 of the 14th Land District of Houston County, Georgia and being known and designated as Parcel 1, containing 2.535 acres as is more particularly shown on a Plat of Survey dated February 9, 2006 prepared by Theodore W. Waddle Jr., G.R.L.S. No. 2139. Said plat being recorded in Plat Book 66, Page 112, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Deed Reference: Book 6635, Pages 61-62

Said property is rezoned subject to the following condition:

1. Parcels 000340 015000 and 000190 010000 shall provide a ten-foot (10') wide landscape easement in favor of the City of Perry along the street frontage of the properties immediately adjacent to the right-of-way for commercial properties that are located outside 1,100 feet of a major intersection.

This rezoning shall become effective on August 1, 2021, in accordance with O.C.G.A. § 36-66-4(d)(4).

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: July 6, 2021
2nd Reading: July 20, 2021

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry PUD, Planned Unit Development to City of Perry R-2, Two-family Residential District and the city's zoning map is amended accordingly relative to property of WINGATE CUSTOM HOMES, LLC. described as follows:

All that tract or parcel of land situate, lying and being in Land Lot 140 of the Tenth (10th) Land district of Houston County, Georgia, being known and designated as Tract "A", containing 21.84 acres, more or less, being more particularly described on a survey for Garrette Martin Excavating and Hauling Inc., prepared by McLeod Surveying, dated November 22, 2019, said plat of survey being of record in Plat Book 81, Page 111, Clerk's Office, Houston Superior Court. Said tract of land has the metes, bounds, courses, distances and dimensions as shown on the aforesaid plat which is specifically incorporated herein by reference for all purposes.

**Deed Reference: Deed Book 8405, Pages 37-38
Tax Map Parcel No. 0P0610 006000**

Said property is rezoned subject to the following conditions:

- 1. Development of the subject property shall be substantially consistent with the conceptual site plan presented with the application prepared by Rowland Engineering, and dated May 13, 2021.**
- 2. The developer of the subject property shall install a speed table at least 7-foot wide across the street connecting Greystone subdivision and the subject property, and the street shall be designated as "One Way" with the traffic flowing from Greystone subdivision (from west to east).**

SO ENACTED this 20th day of July, 2021.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: July 6, 2021
2nd Reading: July 20, 2021

**A RESOLUTION TO AMEND
THE CITY OF PERRY
PERSONNEL MANAGEMENT SYSTEM
TO ADD A HOLIDAY**

WHEREAS, the Congress has declared Juneteenth as a federal holiday; and

WHEREAS, The City of Perry recognizes and honors all federal holidays;

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY
HEREBY RESOLVES** that the City of Perry Personnel Management System
is amended as follow:

Section 1 Article VI, Section I Holidays is amended by adding the following:

Juneteenth

June 19

SO RESOLVED THIS _____ DAY OF JULY 2021.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2021 by and between HOUSTON COUNTY, Georgia, hereinafter referred to as the “County”; and HOUSTON COUNTY EMERGENCY MANAGEMENT AGENCY, hereinafter referred to as “County EMA”, and the CITY OF WARNER ROBINS, Georgia, hereinafter referred to as “Warner Robins”; and the CITY OF PERRY, Georgia, hereinafter referred to as “Perry”; and the CITY OF CENTERVILLE, Georgia, hereinafter referred to as “Centerville”; Warner Robins, Perry and Centerville, hereinafter will collectively be referred to as “City” and “Cities”.

WITNESSETH:

THAT, WHEREAS, in accordance with the Pre-Disaster Mitigation Plan adopted by the Parties, it is necessary for the Parties to participate in the use of a disaster management software for the purpose of inputting all data related to disaster response including, but not limited to personnel, equipment, damage assessment; and

WHEREAS, the County EMA has determined that the disaster management software program Crisis Track offered by vendor Geopliant, LLC, is the most appropriate disaster management software for the Parties to use in order to determine what is needed for declaration and reimbursement purposes following a disaster; and

WHEREAS, the County EMA will be the lead agency and primary contact on the contract with Geopliant, LLC for the Crisis Track software program, hereinafter referred to as “Crisis Track”; and

WHEREAS, the County EMA will issue each City a sub account for Crisis Track; and

WHEREAS, the sub accounts issued to the Cities will be managed by a designated person within each individual City; and

WHEREAS, the County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center (EOC) to ensure each operator in the EOC is up to date with all available information throughout the County; and

WHEREAS, the annual cost of the Crisis Track disaster management software will be shared by the Parties and will be based on the contract rate established by Geopliant, LLC and the most current census population numbers available for each of the Parties respective municipality or county.

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

1.

The Parties will participate in the use of the disaster management software Crisis Track offered by Geopliant, LLC with the County EMA being designated as lead contact for any and all contracts necessary for Crisis Track. As lead contact, County EMA will be responsible for contract updates and making the annual payment to Geopliant, LLC for Crisis Track.

2.

Each City will be issued a sub account for Crisis Track by County EMA and the Cities will designate a person within their city to manage the sub account. County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center (EOC) to ensure each operator in the EOC will be up to date with all available information across the County.

3.

Each City will pay to the County their portion of the annual payment to Geopliant, LLC for Crisis Track. Each Parties' portion of the annual payment will be based on the contract rate established by Geopliant, LLC and the most current census population numbers available for each of the Parties respective municipality or county. Attached hereto as Exhibit "A" is a memo with a break down of the current estimated cost for the Parties. The Parties understand that the annual

payment is based on numbers that fluctuate and agree to amend payment to reflect these fluctuations.

4.

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

5.

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their legal representatives, successors, and assigns.

6.

No Party shall assign this Agreement at any time and from time to time without the prior written consent of the other Parties.

So AGREED, the day and year first written above.

HOUSTON COUNTY:

HOUSTON COUNTY EMERGENCY
MANAGEMENT AGENCY:

Chairman Tommy Stalnaker

Chief Christopher Stoner

Barry Holland, Director of Administration

Date Approved by Commissioners

[Signatures Continue to Next Page]

CITY OF WARNER ROBINS:

Randy Toms, Mayor

Mandy Stella, City Clerk

Date Approved by Mayor and Council

CITY OF PERRY:

Randall Walker, Mayor

Annie Warren, City Clerk

Date Approved by Mayor and Council

CITY OF CENTERVILLE:

John Harley, Mayor

Krista Bedingfield, City Clerk

Date Approved by Mayor and Council

WARNER ROBINS FIRE
DEPARTMENT:

Chief Ross Moulton

CITY OF PERRY FIRE DEPARTMENT:

Chief Lee Parker

CITY OF CENTERVILLE FIRE
DEPARTMENT:

Chief Jason Jones



EXHIBIT "A"
**Houston County Emergency
 Management Agency**

102 Chief Williams Dr, Kathleen, GA 31047
 Office: (478) 542-2040 Fax: (478) 328-0618

Director: Christopher R. Stoner

Deputy Director: David E. Newman

Office Manager: Jenna Edger

Houston County Disaster Management Software

Vendor: Geoplant, LLC

Software: Crisis Track

Estimated Annual Cost Breakdown

Municipality	Population	% Of Total Population	Estimated Cost
Warner Robins	77,617	49.20%	\$2,327.16
Perry	17,894	11.30%	\$534.49
Centerville	7,884	5.00%	\$236.50
Houston County	54,468	34.50%	\$1,631.85
Totals	157,863	100.00%	\$4,730.00

This software is in line with the Pre-Disaster Mitigation Plan recently adopted by each municipality and Houston County. Several web meetings were held for demonstrations of 2 comparable platforms. Unfortunately, representatives from all pertinent departments were unable to attend. After reviewing both platforms it was determined that Crisis Track was the most appropriate for our needs. Implementation of this software will allow each municipality and County to input all data related to disaster response to include personnel, equipment, damage assessment, etc. that is needed for declaration and reimbursement following the disaster. Additionally, this information will be immediately available from all agencies in the Emergency Operations Center. Houston County EMA would be the lead agency and primary contact on the Crisis Track contract. Each municipality would receive a sub account issued by Houston County EMA that is managed by a designated person within each individual municipality. That designated person or persons would have full administrative access to their municipalities account allowing it to be managed as needed for their departments. It is recommended that this designated person issue access to each department head or their designee that oversees any FEMA/GEMA forms and/or reimbursement documents. Houston County EMA will have viewing privileges to all sub accounts through the Emergency Operations Center access to ensure operators in the EOC are up to date on all information across the County.

Houston County EMA will be responsible for contract updates and payment of the overall total to Geoplant LLC annually. Each municipality will be requested to sign an intergovernmental agreement to reimburse Houston County EMA for their portion of the overall cost as indicated above. These totals are based on the most current census data available and subject to change as new data is published or as the contract with Geoplant is revised.

Please return indicating whether your municipality can support this for the FYE 22 budget year. Replies need to be sent to cstoner@houstoncountyga.org no later than April 27, 2021.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into by and between the Houston County School District, by and through its Houston County Board of Education (the “District”), and the City of Perry, a municipal corporation Chartered by the State of Georgia (the “City”) in order to set forth their mutual understandings, agreements, promises and covenants and transfer of real property, as follows:

WHEREAS, The District owns property on Langston Road in Houston County, Georgia known and designated under the system of roads as 315 Langston Road, Perry, Georgia, Tax Map No. 000550 198000 on which an elementary school has been constructed and will be constructing a primary school, and

WHEREAS, the District has covenanted and agreed to annex into the City upon the City’s corporate limits being contiguous to the above-described property, and

WHEREAS, the District owns property on Talton Road in Houston County, Georgia, and specifically, a parcel designated as Parcel 4, being 0.75 acres as shown on a plat of survey for the City of Perry, Right of Way plat “Houston County School District property” Land Lot 214, 10th Land District, Houston County, Georgia, prepared by Strange Land Surveying, Inc., Georgia Registered Land Surveyor No. 3067, dated May 13, 2021. The City is requesting the District donate said parcel of land to the City for a sewer right of way, and

WHEREAS, the District agrees to give, grant, donate, set over and convey said Parcel 4 in fee simple and to annex the Langston Road property described above in exchange for the City

bringing to the District property sewer service of such character and capacity to accept sewer outflows from the District's Langston Road property and Talton Road property, and

WHEREAS, the City is agreeable to allow connection to the City's sewer system and to waive tap fees and other connection charges for same.

NOW, THEREFORE, in exchange for the mutual benefits flowing to the District and the City and the covenants and agreements herein made, the District will apply to annex the Langston Road property into the City of Perry and give, grant, donate, set over and convey Parcel 4 as identified herein in fee simple to the City. The City does agree to provide sewer services to the Langston Road School sites and the Talton Road Parcel 4 owned by the District and allow connection by the District to the City's sewer system in such character and capacity to accept sewer outflows from the schools constructed on property of the District.

It is so AGREED, this _____ day of _____, 2021.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Lee Gilmour, City Manager

HOUSTON COUNTY SCHOOL DISTRICT

By: _____
Dr. Mark Scott, Superintendent

Subscription Agreement



This Subscription Agreement (the "Agreement") together with any appendices referenced herein and attached hereto, is dated the 1st day of July, 2021;

BETWEEN:

eSCRIBE Software Ltd. ("eSCRIBE")

- and -

City of Perry ("Customer")

WHEREAS, eSCRIBE (and/or its affiliates) has developed certain proprietary software applications and platforms for the purpose of meeting and agenda automation which it makes available as services via the internet (the "Services").

NOW THEREFORE, the Customer desires to use the Services in accordance with the terms and conditions of this Agreement.

Definitions

"Customer Data" shall mean electronic data and information uploaded or inputted to the Services or created, generated or produced by the Customer during Use of the Services.

"Data Storage" refers to the online electronic secure storage of Customer Data during the Use of the Services.

"Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eSCRIBE for the proper Use of the Services.

"Implementation Services" refers to the configuration and training services, and other services set out in Appendix C.

"Personal Information" means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable State or Federal privacy legislation.

"Location" refers to the location of the Customer entities authorized to Use the Services as set out in Appendix D.

"Support Services" shall mean the technical support and product updates for the Services as made available under eSCRIBE's Support Services set out in Appendix B.

"Taxes" refers to all present or future sales tax, consumption tax and similar taxes.



“Use” shall mean the ability for the Customer to login with username and password and access the Services via the internet.

1. Services

- a. eSCRIBE shall provide the Implementation Services, the Services and the Documentation to the Customer subject to the terms of this Agreement.
- b. eSCRIBE shall provide the Implementation Services in a professional, timely, and competent manner and in accordance with industry standards. eSCRIBE shall make every effort and take all appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer, in such a manner as is in the best interests of the Customer, and in compliance with all federal and state laws, local by-laws, and policies and procedures of the Customer.
- c. eSCRIBE shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eSCRIBE for any twelve (12) month period is hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eSCRIBE becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved and the Services are restored. In the event that eSCRIBE becomes aware that the Services are unavailable for Use, eSCRIBE shall notify the Customer immediately.



- d. The Customer may not make available the Service for Use by any third parties.
- e. The Customer may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that Customer may modify the Customer Data to the extent and in the manner described in the Documentation.
- f. Customer Data, which shall be hosted in The United States along with all copies and backups, together with all intellectual property rights therein, will belong to the Customer and the Customer remains the sole and exclusive owner of the Customer Data. During the Term of this Agreement, the Customer may retrieve such data from the Services at any time and, within ten (10) days of the Customer's request, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). eSCRIBE shall not access, use, disclose, sell, rent, transfer or copy the Customer Data for any purpose (or authorize or permit a third party to perform such acts) other than as required to perform eSCRIBE's obligations pursuant to this Agreement.
- g. At the execution of this Agreement and during the Term, eSCRIBE represents and warrants to and in favor of the Customer and acknowledges that the Customer is relying thereon as follows:
 - i. eSCRIBE has the legal capacity and right to execute this Agreement and carry out and observe the provisions thereof to be performed or observed by eSCRIBE hereunder and to take all actions pursuant hereto and all necessary approvals have been given or obtained to authorize eSCRIBE to execute this Agreement and perform thereunder and to take all actions required pursuant hereto;
 - ii. eSCRIBE's execution, delivery, and performance of this Agreement will not constitute a violation of any judgment, order or decree, a default under any agreement by which it or any of its assets are bound or an event that would, with notice or lapse of time, constitute such a default;
 - iii. eSCRIBE has the full and unencumbered right to grant to the Customer access to and use of the Services as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements to the Services including any third party components embedded in the Services, and that the rights



granted herein will not violate the terms of its agreements with any third parties;

- iv. The Implementation Services and the Customer's access to or use of the Services or of the Documentation do not and will not conflict with, infringe upon or violate and are not alleged by any person to conflict with, infringe upon or violate the intellectual property rights of any other person. In addition, there are no existing or threatened legal proceedings brought against eSCRIBE in respect of the Services, the Documentation or the Implementation Services, or eSCRIBE's right to grant others the right to access and use the Services or the Documentation. Should eSCRIBE become aware of any such conflict, infringement or violation or potential conflict, infringement or violation, eSCRIBE will notify the Customer immediately;
 - v. eSCRIBE's proprietary software applications and platforms are free of spyware and malware of any kind;
 - vi. The Services and the Implementation Services provided by eSCRIBE hereunder will comply with the service and functional specifications set out in this Agreement, including the Documentation;
 - vii. eSCRIBE will provide personnel who have the necessary technical skills, qualifications, experience, and training to provide information and expertise to the Customer in accordance with this Agreement; and
 - viii. The Documentation is complete and will allow the Customer to access and use the Services.
- h. eSCRIBE shall retain such records in respect of the provision of the Implementation Services or of the Services and the fulfillment of its obligations hereunder as the Customer may from time to time reasonably require and shall make such records available at any time for inspection by the representatives of the Customer.

2. **Support Services**

- a. During the Term of this Agreement, eSCRIBE will provide the Customer the Support Services as described in Appendix B.

3. **Fees**

- a. The first year's Subscription Fees and the Implementation Fees as described in Appendix C, are due upon the date of this Agreement.



The Subscription Fees are due annually thereafter, and will increase from the previous year's Subscription Fees by five percent (5%).

- b. Implementation Fees are for remote personnel. Optionally, should the Customer wish to have eSCRIBE provide onsite training, additional travel and living expenses would apply.
- c. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eSCRIBE from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement by such amount as to ensure that eSCRIBE has received an amount equal to the payment otherwise required after such withholding or deduction.
- d. Legacy Data fees if any, will be added to the annual Subscription Fees as set out in Appendix E.
- e. All payments are due thirty (30) days from the date of invoice.
- a. All references to currency are in US Dollars.

4. **Term**

- a. The term of this Agreement commences on the date of this Agreement for a period of three (3) years (the "Term"), and will automatically renew for an additional Term unless notice of cancellation is received 60 days prior to the expiry of the Term.

5. **Termination**

- a. If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets, or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party.
- b. If this Agreement is terminated by the Customer before the end of the Term other than for a breach of this Agreement on the part of eSCRIBE, the Customer will be liable for a termination penalty amounting to 35% of the remaining Subscription Fees due to the end of the Agreement if terminated in the first year, 25% of the remaining



Subscription Fees due to the end of the Agreement if terminated in the second year and 15% of the remaining Subscription Fees due to the end of the Term if terminated in the third year or subsequent year of the Agreement.

- c. Either party may terminate this Agreement upon written notice to the other party in the event that one party breaches any term or condition of this Agreement, provided that the non-breaching party gives the other party notice of the breach, and such breach is not remedied to the non-breaching party's satisfaction within ten (10) days after delivery of such notice.
- d. Within thirty (30) days after the termination of this Agreement by Customer pursuant to section 5 (a) or section 5 (c), eSCRIBE shall refund to the Customer any Subscription Fees paid by the Customer for the period from the date of termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- e. Within thirty (30) days after the termination or expiration of this Agreement, eSCRIBE will make available any Customer Data that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4). After the thirty (30) day period, eSCRIBE will delete or destroy all copies of Customer Data in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

6. **Limitation of Liability**

- a. Liability of eSCRIBE under this Agreement will be limited to the maximum amount of the annual Subscription Fees listed in Appendix A or the value of insurance listed in section 10, whichever is greater. eSCRIBE will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Customer arising out of the use or failure to use the Service.

7. **Indemnity**

- a. eSCRIBE shall indemnify and hold harmless the Customer (including its elected officials, officers, representatives, agents, employees, volunteers, and affiliates) against any and all claims, demands, losses, suits, damages (including indirect, special, consequential, remote, and economic damages), fees, fines, royalties, liability, and expenses



(including reasonable lawyer's fees) arising out of any suit, claim or action relating to eSCRIBE's performance or non-performance of its obligations pursuant to this Agreement, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the Implementation Services, the Services or the Documentation or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from eSCRIBE's action. These obligations of indemnity will survive the termination or expiration of this Agreement however caused.

- b. eSCRIBE shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Service with software, hardware or other materials not furnished or approved in writing by eSCRIBE if such infringement would have been avoided without such software, hardware or other materials.
- c. In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eSCRIBE, to infringe or potentially infringe a third party's rights, eSCRIBE shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eSCRIBE determines that neither of the foregoing options are reasonably available, eSCRIBE may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

8. Confidentiality

- a. "**Confidential Information**" means all information disclosed by one party (**the "Disclosing Party"**) to the other party (**the "Receiving Party"**), whether verbal or in writing, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information. The Customer's confidential information includes Customer Data, and eSCRIBE's confidential information includes the Services and Documentation. Confidential information of each party includes, the terms of this Agreement, as well as current and future technical specifications, product plans, features and roadmaps, business and marketing plans, customer lists and relationships, costs and pricing strategies, financial and employee



information and records, as they may be disclosed by either party during the Term of this Agreement.

- b. Confidential information does not include any information that (i) is or becomes publicly available without a breach of the terms of this Agreement, (ii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iii) the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law; provided that the Receiving Party notified the Disclosing Party prior to such disclosure forthwith after receipt of such order to give the Disclosing Party time to contest such order.
- c. All Confidential Information shall remain the sole property of the Disclosing Party.
- d. The Receiving Party shall not divulge or disclose any Confidential Information communicated to or acquired by it, or disclosed by the Disclosing Party in the course of carrying out this Agreement. No Confidential Information will be used by the Receiving Party on any other project or for any other purpose without the prior written consent of the Disclosing Party, which consent may be not unreasonably withheld. The Receiving Party shall receive and store the Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information from unauthorized use, duplication or disclosure to third parties; provided such standard is no less than a reasonable standard considering the nature of the Confidential Information.
- e. Upon termination or expiration of this Agreement, the Receiving Party shall immediately cease to use Confidential Information in any manner whatsoever, shall return to the Disclosing Party or securely destroy all Confidential Information, and shall not retain any copies of the Confidential Information.
- f. eSCRIBE agrees and acknowledges that the Customer may be subject to State or Federal privacy legislation that may be in effect during the Term of this Agreement. The provisions of this section 8(f) supplement the terms of section 8 as it pertains to Confidential Information that is "Personal Information". eSCRIBE acknowledges that in the course of its provision of the Software Services, it will be provided with and have access to Customer Data which includes "Personal Information", and that such information is confidential. eSCRIBE agrees that such Personal Information will be used solely for the purposes of performing the Software Services and that it will safeguard such Personal Information by appropriate physical and technological means, including those specified in section 13. eSCRIBE will not, other than as required to provide the Software Services,



disclose, transfer, sell, assign, publish or otherwise make available the Personal Information for its own use or the use of any other person or entity, except (and provided the Customer is promptly notified so as to permit it an opportunity to object to disclosure before it takes place, if feasible) where disclosure: (i) may be required to comply with a subpoena, warrant, or court order; (ii) is requested by a government institution that has the lawful authority to obtain the Personal Information; or (iii) is otherwise required by law. In addition, the Customer will be solely responsible for responding to any request by any Customer employee or other individual for access to, or correction of, any Personal Information. eSCRIBE will notify the Customer immediately of any breach of this section 8(f).

- g. These obligations of confidentiality will survive the termination or expiration of this Agreement however caused.

9. **Non-Solicitation**

The Customer agrees that during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Customer will not attempt to obtain withdrawal from eSCRIBE of any employee or person retained or engaged by eSCRIBE in any capacity whatsoever.

10. **Insurance**

- a. eSCRIBE shall obtain and maintain in force during the Term of this Agreement the following policies of insurance (all amounts in USD):
 - i. General liability insurance insuring eSCRIBE's obligations and responsibilities with respect to the performance of Services as set out in this Agreement. The policy will be extended to include bodily injury and property damage, products and completed operations, personal and advertising injury, Implementation Services, contingent employer's liability, and contractual liability to a limit of no less than two million dollars (\$2,000,000) per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name the Client as an additional insured;
 - ii. Non-owned automobile insurance to a limit of no less than one million dollars (\$1,000,000);
 - iii. If applicable, automobile insurance (OAP1) for both owned and leased vehicles with inclusive limits of no less than one million dollars (\$1,000,000); and



- iv. Errors and omissions liability insurance insuring eSCRIBE to a limit of no less than two million dollars (\$2,000,000) per claim and five million dollars (\$5,000,000) in the aggregate. The coverage under the policy will be maintained continuously during the Term of this Agreement and for an additional two (2) years after the termination or expiration of this Agreement and will cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to complete and provide the services as set out in this Agreement. Coverage under the policy will respond to, but not be limited to the following occurrences:
- A. Privacy breach and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of private information, failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use, and accuracy. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy;
 - B. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial of service, spread of virus within eSCRIBE's computer network or other third party computer information systems and will further include expenses related to third party computer forensics;
 - C. Privacy breach expenses including crisis management related to electronic and non-electronic breaches;
 - D. Content or media liability including personal and advertising liability, intellectual property infringement coverage (copyright, trademark, trade name, service mark, trade dress or trade secret) arising out of media content created, produced or disseminated by eSCRIBE;
 - E. Coverage for delay in performance of a contract or agreement resulting from an error or omission; and
 - F. Coverage for damages resulting from dishonest and criminal acts committed by an employee of eSCRIBE.



If coverage is to be cancelled or non-renewed for any reason, eSCRIBE shall provide the Customer with ninety (90) day notice of said cancellation or non-renewal. The Customer may request an Extended Reporting Endorsement be purchased by eSCRIBE at eSCRIBE's expense. The term of the Extended Reporting Endorsement will be decided by the Customer and eSCRIBE.

- b. eSCRIBE shall ensure that all policies of insurance will:
 - i. be written with an insurer properly licensed to do business;
 - ii. contain an undertaking by the insurers to notify the Customer in writing no less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law; and
 - iii. be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the Customer.
- c. Any deductible amounts will be borne by eSCRIBE.
- d. eSCRIBE shall deliver to the Customer certificates of insurance evidencing renewal or replacement of policies required under this Agreement at least fifteen (15) days prior to the expiration or replacement of the current policies without demand by the Customer.
- e. If eSCRIBE fails to maintain in force any insurance required to be maintained by it hereunder, then the Customer, without prejudice to any of its other remedies, may obtain such insurance on behalf of and at the cost of eSCRIBE.
- f. eSCRIBE and its agents, volunteers, contractors, subcontractors, employees, and insurer(s) hereby release the Customer from any and all liability or responsibility, including anyone claiming through or under them, by way of subrogation or otherwise for any loss or damage which eSCRIBE may sustain incidental to or in any way related to eSCRIBE's obligations under this Agreement.

11. **Advertising**

- a. Customer agrees that eSCRIBE may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. **Trademarks**

- a. Any trademarks and service marks ("Trademarks") adopted by eSCRIBE to identify the Services, Documentation and other products



and services, belong to eSCRIBE. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. Development Input

- a. Customer shall be entitled to provide eSCRIBE with information and feedback concerning the Service's functional requirements and product definition which eSCRIBE shall consider when formulating the product development roadmap and plans. This co-operative process between eSCRIBE and the Customer does not create any obligation upon eSCRIBE to adhere to Customer's feedback, nor does it create any ownership interest in the Services on the part of Customer should eSCRIBE incorporate any of Customer's suggestions into the development plan or ultimately into the Services.

14. General Provisions

- a. **Relationship of Parties.** In all matters relating to this Agreement Customer and eSCRIBE are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.
- b. **Entire Agreement.** This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.
- c. **Ride Along:** The terms of this Agreement may be extended for use by other parties, including: associated local governments, school boards and government agencies upon execution of an addendum outlining the associated Services and Fees applicable. This term is not intended to circumvent any procurement rules and regulations of the additional party.
- d. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.
- e. **Partial Invalidity.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this



Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

- f. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.
- g. **Assignment; Enurement.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- h. **Injunctive Relief.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.
- i. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia, and the federal laws of The United States applicable therein.
- j. **Calendar Days.** All references to a day or days in this Agreement mean a calendar day or calendar days.



- k. **Time of the Essence.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.
- l. **Survival.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.
- m. **Headings.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- n. **Notice.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice is effective upon receipt. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eSCRIBE Software Ltd.
204-60 Centurian Drive
Markham, ON L3R 9R2

Attention: Office of the President

Customer Contact Info for Notices:

City of Perry
1211 Washington Street, P.O. Box 2030
Perry, GA 31069

Attention: Office of the City Clerk

Subscription Agreement



The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

City of Perry

Signature

Signature

Robert Treumann, CEO
Authorizing Officer, Title

Authorizing Officer, Title

I have the authority to bind the organization



Appendix A – Annual Subscription Fees

Module	Fee	Quantity	Total
Accessibility Bundle	\$ 10,320	1	\$ 10,320
eSCRIBE Meeting Manager	INCL		
eSCRIBE Participant Access	INCL		
eSCRIBE Internet Publishing	INCL		
eSCRIBE Report Manager	INCL		
eSCRIBE Meetings (iOS/Windows 10) Professional Version	\$ 15	100	\$ 1,500
eSCRIBE Board Manager	\$ 1,960	1	\$ 1,960
eSCRIBE Laserfiche Integration	\$ 1,960	1	\$ 1,960
Year 1 Subscription Fees			\$ 15,740



Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

“Business Hours” means the hours during which eSCRIBE's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

“Extended Hours” means the hours during which eSCRIBE's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

“Support Contacts” means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eSCRIBE who will serve as technical liaison between eSCRIBE and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

“Updates” shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eSCRIBE will provide the following services to Customer:

- a. Technical assistance by telephone or electronic mail.
- b. Receipt and monitoring of calls during Business Hours at eSCRIBE's support desk.
- c. Direct access for Customer Support Contacts to eSCRIBE's team of support technicians.
- d. Provision of any available problem solutions related to the Services
- e. Make reasonable commercial efforts to provide a response to all reported problems in the manner described in the Problem Reporting Process below.
- f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Exclusions:

- a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eSCRIBE using one of the following methods:

Toll free number 1-855-299-0023

Email: support@escribemeetings.com

Portal: <https://customerportal.escribemeetings.com>

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eSCRIBE assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eSCRIBE shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eSCRIBE to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eSCRIBE is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and



resolutions pertaining to third party software, hardware, networks or facilities, eSCRIBE shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eSCRIBE until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

- a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eSCRIBE in respect of Support Services.
- b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eSCRIBE's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
- c. eSCRIBE warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
- d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Subscription Agreement



Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Implementation Services as listed below.

Professional Services	Fee	Quantity	Cost
Accessibility Bundle Setup and Training	\$ 2,000	1	\$ 2,000
2 Meeting Types, 1 Report Template, 5 Workflows	INCL		
Training - Administrator, Contributor & Participant sessions	INCL		
eSCRIBE Board Manager Setup & Training	\$ 1,080	1	\$ 1,080
eSCRIBE Laserfiche Integration - Setup & Training	\$ 1,080	1	\$ 1,080
Implementation Services Fees			\$ 4,160



Appendix D – Authorized Customer Locations

Authorized Meeting Types

Meeting	Name
Main Meeting Body (Council/Board of Trustees)	<ul style="list-style-type: none"> • City Council – Regular • City Council – Pre-Council • City Council – Work Session
Standing Committees (Standing Committees as established by the Main Meeting Body, and that report directly to Council the Main Meeting Body)	<ul style="list-style-type: none"> • Downtown Development Authority • Planning Commission • Main Street Advisory Board • Main Street Promotions Committee • Perry Public Facilities Authority
Reporting Subcommittees (Sub-Committees as established by the Main Meeting Body or Standing Committee, and that report directly to an established Standing Committee)	



Appendix E – Legacy Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third Party Data Migration, (Appendix F) eSCRIBE will measure the total Customer Data Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	\$ 10.00
51-100	\$ 9.50
101-150	\$ 9.00
151-200	\$ 8.50
201-300	\$ 8.00
301+	\$ 7.50



Appendix F – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eSCRIBE shall perform the Third Party Data Migration Services listed below.

In Scope

N/A

Out of Scope

N/A

Assumptions

N/A

Additional Notes

It is important to note that this migration does not replace the need for customer to obtain a backup of all data upon termination of contract with incumbent vendor. Migrated data is strictly for presentation through eSCRIBE's Internet Publishing module, and should not be used as an archive or backup of incumbent system's data.

It is also important to note that once the web interface for the incumbent system has been taken down, the data can no longer be accessed by eSCRIBE for any future migration work. Incumbent system should not be terminated until all migrated data has been *fully* validated and verified complete.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix E.

Subscription Agreement



Modification to Services

The Customer wishes to modify the Services as defined below, effective the _____ day of _____, 2021, in accordance with the terms and conditions of the Client Subscription Agreement (the "Agreement"), dated _____

Services Fees:

Module	Addition/Deletion	Annual Fee	Quantity	Cost
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total - Annual Subscription Fees				\$ -

Implementation Fees:

Training Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
Total Training Fees			\$ -
Implementation Fees	Service Fee	Quantity	Cost
			\$ -
			\$ -
			\$ -
			\$ -
Total - One-time Implementation Fees			\$ -

The first year's Subscription Fees and the Implementation Fees are due upon the date of this Appendix, and the Subscription Fees are due annually thereafter.

The undersigned parties hereby enter into this Agreement,

eSCRIBE Software Ltd

Client

Signature

Signature

Robert Treumann, CEO

Authorizing Officer, Title

I have the authority to bind the organization

Authorizing Officer, Title