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July 19, 2022

COUNCIL AGENDA
PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

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 Randall Walker, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Recognition(s) / Presentation(s): Mayor Randall Walker
 - 4a. Introduction of new hire Ryan Turner – Chief A. Everidge.
 - 4b. Recognition of Mr. Wallace Brown for 15 years of service – Mr. S. Swan.
5. Citizens with Input.
 - 5a. Matters not on the agenda
6. Review of Minutes: Mayor Randall Walker
 - 6a. Council's Consideration – Minutes of the July 5, 2022 pre council meeting and July 5, 2022 council meeting. (*Councilmember Bynum-Grace was absent from the July 5, 2022 meetings.*)
7. Unfinished Business: Mayor Randall Walker
 - 7a. Ordinance(s) for Second Reading(s) and Adoption:
 1. **Second Reading** of an ordinance to rezone property from R-3, Multi-Family Residential, to C-2, General Commercial. The property is located at 115 Perimeter Road; Tax Map No. 0P0390 016000 and 0P0150 037000 – Mr. B. Wood.
 2. **Second Reading** of an ordinance to rezone property from M-2, Industrial, to M-1, Wholesale and Light Industrial. The property is located at 311 Valley Drive, Tax Map No. 0P0380 50A000 and 0P0380 50B000 – Mr. B. Wood.

3. **Second Reading** of an ordinance for the annexation of property to the City of Perry. The property is located at 2032 US-341 (Sam Nunn Blvd.); Tax Map No. 000310 12A000 - Mr. B. Wood.
4. **Second Reading** of an ordinance for the rezoning of property from RAG (County) to C-2, General Commercial. The property is located at 2032 US-341 (Sam Nunn Blvd.); Tax Map No. 000310 12A000 - Mr. B. Wood.
5. **Second Reading** of an ordinance to amend the City Code relative to parking and storing of trailers and recreational vehicles – Mr. B. Wood.

8. **Other Unfinished Business:**

- 8a. Mayor Randall Walker
- 8b. Councilmembers
- 8c. City Attorney Brooke Newby
- 8d. City Manager Lee Gilmour
- 8e. Assistant City Manager Robert Smith

9. **Community Partner(s) Update(s):**

10. **New Business:** Mayor Randall Walker

10a. **Matters referred from July 18, 2022 work session and July 19, 2022 pre council meeting.**

10b. **Award of Bid:**

1. Bid No. 2022-26 Thompson Road Sewer Replacement

10c. **Resolution(s) for Consideration and Adoption:**

1. Resolution amending the City of Perry Fee Schedule – Mr. L. Gilmour.

10d. Recommendation of contract award for Transfer Station Phase 2 improvements – Ms. A. Fitzner.

10e. Convergent New City Hall proposal – Mr. R. Smith.

10f. Approval of a Memorandum of Understanding with the Houston County School District relative to SROs – Chief A. Everidge.

10g. Worrall Center HVAC replacement contractor – Mr. M. Worthington.

11. **Council Members Items:**

12. **Department Heads/Staff Items:**

13. General Public Items:

14. Mayor Items:

15. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at www.perry-ga.gov.

**MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
July 5, 2022
5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held July 5, 2022 at 5:00 p.m.

2. Roll:

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Councilmembers Darryl Albritton, Joy Peterson, Robert Jones, and Riley Hunt.

Elected Official Absent: Councilmember Phyllis Bynum-Grace

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, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Steve Lynn – Police Department, Asst. Chief Kirk Crumpton - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, Alicia Hartley – Downtown Manager, Chad McMurrian – Engineering Services Manager, Amber Garrett – Communications Specialist, and Tabitha Clark – Communications Manager.

Guest(s): Ms. Lora Arledge

3. Citizens with Input: none

4. Items of Review/Discussion: Mayor Randall Walker

- 4a. Discussion of July 5, 2022 council meeting agenda.

4a & b. Proclamation recognizing Mr. Larry Walker and Mr. Foster Rhodes. Mayor Walker will present proclamations to Mr. Larry Walker and Mr. Foster Rhodes recognizing their contributions to Perry.

4c. Award for Fire Marshal Darryl Kitchens. Chief Crumpton reported Georgia Association of Fire Chiefs will be awarding Fire Marshal Darryl Kitchens the Georgia Chief Fire Officer Certification this evening.

5a. Appointments to the Perry Industrial Building Authority. Administration recommended Council appoint Councilmember Peterson and Mr. Keith Wilcots to the Perry Industrial Building Authority.

7a. RZNE-0067-2022. Ms. Wharton stated the properties are 2.02 total acres and zoned R-3. The applicant is requesting C-2 and proposes to develop the properties with general commercial uses. The Planning Commission recommends approval with no conditions.

7b. RZNE-0075-2022. Ms. Wharton stated the property is 4.82 acres and currently zoned M-2. The applicant owns an RV rental and storage company that operates outside of Perry, but his primary source of business is the rental of RVs for visitors to the Georgia National Fairgrounds. The property on Valley Drive has been identified by the applicant as an ideal permanent location but is zoned M-2 and the proposed use is not permitted but is permitted in M-1. The Planning Commission recommends approval with no conditions.

7c. ANNX-0081-2022. Ms. Wharton stated this property is just over 4.0 acres and is located at the Northeast corner of Sam Nunn Boulevard and Airport Road. The applicant has requested to be annexed into the City of Perry with the zoning classification of C-2 for the current use as an animal hospital and access to city utilities. The Planning Commission and staff recommends approval with no conditions.

7d. SUSE-0084-2022. Ms. Wharton stated this is a request to construct a church on Bradley Street in the Sandhill Community. A special exception is required to construct a church in a residential area. The Planning Commission recommends approval with the condition that property be developed similar to the site plan that was presented to the Planning Commission and staff.

7e. SUSE-0089-2022. Ms. Wharton stated the applicant proposes to develop a mixed-use building on the site with 13 apartments on the second floor. The applicant presented a site plan and proposed building concepts. The Planning Commission recommends approval with the condition that the property be developed similar to the site and building plans. Ms. Wharton clarified that on the summary sheet that a second condition related to on-street parking be considered by council for approval.

7f. TEXT-0085-2022. Mr. Wood stated this a modification to update the definition of ‘oversized vehicle’ and revising/clarifying standards for parking/storing recreational vehicles. The Planning Commission and staff recommends approval of the proposed text amendment.

9a (1). **Second Reading** of an ordinance for a Broadband Ready Community. Ms. Newby stated this is a code amendment relative to providing for a Broadband Ready Community as an addition of Article 18 to Chapter 15. The code amendment would establish a single point of contact, an application process, related fees, and the city will notify DCA of point of contact changes.

12e (1). Bid No. 2022-30 Demotion Services – 319 General Courtney Hodges Boulevard. Mr. Worthington stated his office received two responsive bids. Staff recommends awarding the bid to low bidder Complete Demolition

Services, LLC in the amount of \$171,000.00. The funding source is the General Fund.

12f. Award of RFP 2022-02 Engineer of Record for East Perry Wastewater Treatment Facility Phase 1. Mr. Worthington stated the city's engineering contractor and selection committee recommends awarding Burns & McDonnell as the Engineer of Record for Pre-CMAR and CMAR Selections Services in the amount of \$96,841.

12g (1). Resolution establishing the policy for Woodlawn Cemetery. Administration stated this is a resolution for the policy direction of Woodlawn Cemetery.

12h. Request to block Main Street between Ball Street and Jernigan Street. Ms. Hartley is requesting council's permission to close Main Street between Ball Street and Jernigan Street for the farmers market on Saturdays from 7 am – 2 pm while construction is pending at the new city hall. Mayor Walker suggested not closing the streets and asked Ms. Hartley to take this request back to the Main Street Advisory Board for suggestions.

12i. Approval of Memorandum of Understanding between The Georgia Department of Public Safety and City of Perry for Emergency Air Search and Rescue Missions. Chief Crumpton stated this is a request from the Georgia Department of Public Safety to formalize what the city has been doing with the Georgia Department of Public Safety for the last two years.

4b. Discussion of the Perry Youth Advisory Board. Ms. Garrett announced the Communications Office will launch the first Perry Youth Advisory Board this August and provided information about the board. Ms. Garrett presented a brief PowerPoint presentation.

4c. Office of the City Manager

1. Proposal to place a life-sized metal sculpture of a deer at Rotary Park. Ms. Arledge, 909 Massey Lane, presented to council a proposal of a life-size buck deer for Rotary Park. Administration recommended Council accept the proposal. Council concurred with the recommendation.
2. Discussion of process for replacement of Police Chief. Administration presented two options for the selection of the Police Chief's replacement. Council concurred to proceed with option 1. Second, Administration recommends Capt. Everidge be designated intern Police Chief and given a 10% base pay increase for the intern period. Council concurred with Administration's recommendation.
3. Selection of concept engineering firm. Administration recommended council approve contracting with Keck & Wood as a consulting engineer for the East Perry Destination Park. Council concurred with Administration's recommendation.

5. Council Member Items: none

6. Adjourn: There being no further business to come before Council in the pre council meeting held July 5, 2022, Councilmember Jones motioned to adjourn the meeting at 5:51 p.m. Councilmember Albritton seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
July 5, 2022
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 July 5, 2022 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Councilmembers Darryl Albritton, Joy Peterson, Robert Jones, and Riley Hunt.

Elected Official Absent: Councilmember Phyllis Bynum-Grace

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, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Chief Steve Lynn – Police Department, Asst. Chief Kirk Crumpton - Fire and Emergency Services Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Holly Wharton – Community Planner, Ashley Hardin – Economic Development Administrator, Alicia Hartley – Downtown Manager, Chad McMurrian – Engineering Services Manager, Amber Garrett – Communications Specialist, Fire Marshal Darryl Kitchens – Perry Fire and Emergency Services, and Tabitha Clark – Communications Manager.

Guest(s)/Speaker(s): Mr. Foster Rhodes, Mr. Larry Walker, Ms. Maggie Schuyler – Chamber of Commerce, Ms. Darrien Woolfolk, and Ms. Gwen Young.

3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker

Councilmember Peterson rendered the invocation and Councilmember Jones led the pledge of allegiance to the flag.

4. Recognition(s) / Presentation(s): Mayor Randall Walker

4a. Proclamation recognizing Mr. Larry Walker – Mayor Walker.

Mayor Walker presented a proclamation to Mr. Larry Walker recognizing his contributions to Perry.

4b. Proclamation recognizing Mr. Foster Rhodes – Mayor Walker.

Mayor Walker presented a proclamation to Mr. Foster Rhodes recognizing his contribution to Perry.

4c. Award for Fire Marshall Darryl Kitchens – Chief K. Crumpton.

Chief Robert Singletary of the Georgia Association of Fire Chiefs presented to Fire Marshal Darryl Kitchens the Georgia Chief Fire Officer Certification, a lapel pin and challenge coin.

5. Appointments: Mayor Randall Walker

5a. Appointments to the Perry Industrial Building Authority – Mr. L. Gilmour.

Mr. Gilmour recommended appointing Keith Wilcots and Councilmember Peterson to the Perry Industrial Building Authority. Mayor Pro Tempore motioned to appoint Keith Wilcots and Councilmember Peterson to the Perry Industrial Building Authority; Councilmember Albritton seconded the motion and it carried unanimously.

6. Citizens with Input.

6a Matters not on the agenda

Ms. Darrien Woolfolk, 926 Jeannie Street, commented how beautiful Perry is and asked Mayor Walker to do something about the houses that you see on Houston Lake Road when you come into Perry.

7. PUBLIC HEARING CALLED TO ORDER AT 6:30 P.M. Mayor Randall Walker called to order a public hearing at 6:30 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.

7a. RZNE-0067-2022. Applicant, Chad Bryant, Bryant Engineering, request the rezoning of property from R-3, Multi-Family Residential, to C-2, General Commercial. The property is located at 115 Perimeter Road; Tax Map No. 0P0390 016000 and 0P0150 037000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the application and stated the Planning Commission and staff recommends approval of the application with no conditions.

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

For: none

Against: none

7b. RZNE-0075-2022. Applicant, Brad von Oven, request the rezoning of property from M-2, Industrial, to M-1, Wholesale and Light Industrial. The property is

located at 311 Valley Drive; Tax Map No. 0P0380 50A000 and 0P0380 50B000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the application and stated the Planning Commission and staff recommends approval of the application with no conditions.

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

For: none

Against: none

- 7c. ANNX-0081-2022. Applicant, NV REIT OP, LP, on the behalf of 2032 N US 341, LLC, request the annexation and rezoning of property from RAG (County) to C-2, General Commercial. The property is located at 2032 US-341 (Sam Nunn Blvd.); Tax Map No. 000310 12A000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the application and stated the Planning Commission and staff recommends approval of the application with no conditions.

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

For: none

Against: none

- 7d. SUSE-0084-2022. Applicant, Mary Lou Simon, request a Special Exception to allow a religious institution. The property is located at 508 Bradley Street; Tax Map No. 0P0260 068000 – Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the Special Exception request to allow a religious institution. The Planning Commission recommends approval with the condition that the property be developed similar to the site and building plans.

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

For: Ms. Mary Lou Simon, 1103 Creekwood Drive, spoke in favor of the petition.

Against: none

- 7e. SUSE-0089-2022. Applicant, WCH Homes/Dylan Wingate, request a Special Exception to allow a multi-family residential development. The property is located at 1009 and 1013 Northside Drive; Tax Map No. 0P0020 018000 and 0P0020 019000 - Ms. H. Wharton.

Staff Report: Ms. Wharton reviewed the Special Exception request to allow a multi-family residential development. The Planning Commission recommends approval with the condition that the property be developed similar to the site and building plans. Ms. Wharton clarified that on the summary sheet that a second condition related to on-street parking be considered by council for approval.

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

For: none

Against: none

- 7f. TEXT-0085-2022. Applicant, The City of Perry, request text amendment to LMO to clarify and update requirements for parking and storing utility trailers and recreational vehicles. Sections of the LMO being modified are 1-13, 4-5(F), 6-1.10, and 6-3.7 – Mr. B. Wood.

Staff Report: Mr. Wood reviewed the proposed text amendment and stated the Planning Commission and staff recommends approval of the proposed text amendment with two conditions: the property be developed similar to the site and building plans and proposed on-street parking be considered by council for approval.

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

For: none

Against: none

PUBLIC HEARING CLOSED AT 6:50 P.M. Mayor Walker closed the public hearing at 6:50 p.m.

8. Review of Minutes: Mayor Randall Walker

- 8a. Council's Consideration – Minutes of the June 21, 2022 pre council meeting and June 21, 2022 council meeting. (*Councilmember Hunt was absent from the June 21, 2022 meetings.*)

Councilmember Jones motioned to approve the minutes as submitted.
Councilmember Peterson seconded the motion and it carried with
Councilmember Hunt abstaining from the June 21, 2022 meetings.

9. Old Business: Mayor Randall Walker

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

1. **Second Reading** of an ordinance for a Broadband Ready Community – Ms. B. Newby.

Adopted Ordinance No. 2022-22 for a Broadband Ready Community.
Mayor Pro Tempore King motioned to adopt the ordinance as submitted.
Councilmember Jones seconded the motion and it carried unanimously.
(Ordinance No. 2022-22 has been entered into the City's official book of record).

10. Any Other Old Business:

- 10a. Mayor Randall Walker - none
- 10b. Councilmembers - none
- 10c. City Attorney Brooke Newby - none
- 10d. City Manager Lee Gilmour - none
- 10e. Assistant City Manager Robert Smith - none

11. Community Partner(s) Update(s):

- 11a. Ms. Maggie Schuyler (Perry Chamber), Perry Day at Mercer Football

Ms. Schuyler talked to council about Perry Day at Mercer Football on August 27 at 7pm.

12. New Business: Mayor Randall Walker

- 12a. Matters referred from July 5, 2022 pre council meeting. none

- 12b. Special Exception Application 0084-2022 - Mr. B. Wood.

Mayor Pro Tempore King motioned to approve with the conditions outlined by the Planning Commission; Councilmember Jones seconded the motion and it carried unanimously.

- 12c. Special Exception Application 0089-2022 – Mr. B. Wood.

Councilmember Jones motioned to approve with the condition outlined by the Planning Commission and proposed on-street parking; Council Member Peterson seconded the motion and it carried unanimously.

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

1. **First Reading** of an ordinance to rezone property from R-3, Multi-Family Residential, to C-2, General Commercial. The property is located at 115 Perimeter Road; Tax Map No. 0P0390 016000 and 0P0150 037000 – Mr. B. Wood. *(No action required by Council)*
2. **First Reading** of an ordinance to rezone property from M-2, Industrial, to M-1, Wholesale and Light Industrial. The property is located at 311 Valley Drive, Tax Map No. 0P0380 50A000 and 0P0380 50B000 – Mr. B. Wood. *(No action required by Council)*
3. **First Reading** of an ordinance for the annexation of property to the City of Perry. The property is located at 2032 US-341 (Sam Nunn Blvd.); Tax Map No. 000310 12A000 - Mr. B. Wood. *(No action required by Council)*
4. **First Reading** of an ordinance for the rezoning of property from RAG (County) to C-2, General Commercial. The property is located at 2032 US-341 (Sam Nunn Blvd.); Tax Map No. 000310 12A000 - Mr. B. Wood. *(No action required by Council)*
5. **First Reading** of an ordinance to amend the City Code relative to parking and storing of trailers and recreational vehicles – Mr. B. Wood. *(No action required by Council)*

12e. **Award of Bid(s):**

1. Bid No. 2022-30 Demolition Services - 319 General Courtney Hodges Blvd – Mr. M. Worthington

Mr. Worthington stated his office received two responsive bids. Staff recommends awarding the bid to low bidder Complete Demolition Services, LLC in the amount of \$171,000.00. Councilmember Jones moved to award the bid to low bidder Complete Demolition Services, LLC in the amount of \$171,000.00; Councilmember Albritton seconded the motion and it carried unanimously.

12f. **Award of RFP 2022-02 Engineer of Record for East Perry Wastewater Treatment Facility Phase 1 – Mr. M. Worthington.**

Mr. Worthington stated the city's engineering contractor and selection committee recommends awarding Burns & McDonnell as the Engineer of Record for Pre-CMAR and CMAR Selections Services in the amount of \$96,841.00. Mayor Pro Tempore King moved to award RFP 2022-02 to Burns & McDonnell in the amount of \$96,841.00; Councilmember Jones seconded the motion and it carried unanimously.

12g. **Resolution(s) for Consideration and Adoption:**

1. Resolution establishing the policy for Woodlawn Cemetery –

Mr. L. Gilmour.

Adopted Resolution No. 2022-44 establishing the policy for Woodlawn Cemetery. Councilmember Jones motioned to adopt the resolution as presented; Councilmember Peterson seconded the motion and it carried 4 to 1 with Councilmember Hunt opposed. (*Resolution No. 2022-44 has been entered into the City's official book of record*).

- 12h. Request to block Main Street between Ball Street and Jernigan Street – Ms. A. Hartley.

Councilmember Jones motioned to table until the next council meeting; Mayor Pro Tempore King seconded the motion and it carried unanimously.

- 12i. Approval of a Memorandum of Understanding between The Georgia Department of Public Safety and City of Perry for Emergency Air Search and Rescue Missions – Chief K. Crumpton.

Councilmember Jones motioned to approve a Memorandum of Understanding between The Georgia Department of Public Safety and City of Perry for Emergency Air Search and Rescue Missions as presented; Councilmember Albritton seconded the motion and it carried unanimously.

13. Council Members Items: none

14. Department Heads/Staff Items:

Chief Lynn provided an update of activities at the police department and thanked Mayor and Council for allowing him to be a part of this group.

Ms. Clark provided a handout of the Communications office citizen engagement and outreach efforts in the Fiscal Year 2022.

Ms. Hardin announced the ribbon cutting on July 15 for the Commodore Building and the unveiling of Perrydise Pathway.

15. General Public Items:

Ms. Gwen Young, 106 Colvin, inquired about dog parks in the city. Mayor Walker stated there will be a dog park at Heritage Park.

16. Mayor Items:

July 18 – work session

July 19 – pre council and council

July 14 – Chief Lynn retirement reception

July 16 – Go, Go, Gov event at Hafley Park

17. **Adjournment:** There being no further business to come before Council in the regular meeting held on July 5, 2022, Councilmember Hunt motioned to adjourn the meeting at 7:18 p.m.; Councilmember Jones seconded the motion, and it carried unanimously.

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry R-3. Multi-family Residential District. to City of Perry C-2. General Commercial District, and the city's zoning map is amended accordingly relative to the properties of CCCCT INVESTMENTS, LLC described as follows:

PARCEL 1:

That tract or parcel of land situate, lying and being in the City of Perry, Houston County, Georgia, same being a town lot in the shape of a triangle, the base of which is 100 feet; the north line being 225 feet to a point; the south line being 194 feet to a point and located 520 feet from the highway known as State Highway No. 7; bounded, now or formerly, on the north by property of W.C. Yates; on the south by property of Cuby Hardnett and on the west by property of Willie Williams.

**Deed Reference: Book 9661, Pages 50-51
Tax Map Parcel: 0P0150 037000
Location Address: Joe Louis Drive**

and

PARCEL 2:

All that tract or parcel of land situate, lying and being in Land Lot 50 of the Tenth Land District of Houston County, Georgia, and in the City of Perry, known and designated as Parcel 2, comprising 1.758 acres, according to a plat of survey for Davis Company, Inc. by Richard L. Jones, Surveyor, dated November 5, 1990, and a copy of said plat being recorded in Plat Book 39, Page 167, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

The above described property is subject to Declaration of Restrictions dated November 28, 2012 and recorded in Deed Book 6058, Pages 339-342, Clerk's Office, Houston Superior Court.

**Deed Reference: Book 9590, Pages 105-106
Tax Map Parcel: 0P0390 016000
Location Address: 115 Perimeter Road**

SO ENACTED this 19th day of July, 2022.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk



Where Georgia comes together.

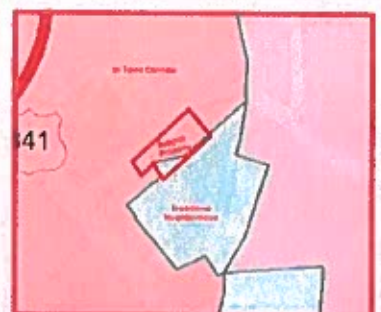
| Summary for Zoning Case: RZNE-0067-2022 | |
|---|---|
| Property Location: | 115 Perimeter Road |
| Tax Map No: | 0P0390 016000 and 0P0150 037000 |
| Acres: | 2.02 |
| Request: | Rezone from R-3, Multi-family Residential, to C-2, General Commercial |
| Planning Commission Recommendation: | Approval (no conditions) |



Aerial Map



Zoning Map



Character Areas



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development
June 6, 2022

CASE NUMBER: RZNE-0067-2022

APPLICANT: Chad Bryant, Bryant Engineering

REQUEST: Rezone from R-3, Multi-Family Residential, to C-2, General Commercial

LOCATION: 115 Perimeter Road; Tax Map No. 0P0390 016000 and 0P0150 037000

BACKGROUND INFORMATION: The subject properties consist of 2.02 total acres and are currently zoned R-3, Multi-Family Residential. Both parcels are undeveloped and have never been developed. The applicant proposes to develop the properties with general commercial uses.

STANDARDS GOVERNING ZONE CHANGES:

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

| | Zoning Classification | Land Uses |
|-------|--|---|
| North | C-2, General Commercial | Hotel and future car wash |
| South | R-3, Multi-family Residential District | Single-family residences and undeveloped parcels (Five-Points neighborhood) |
| East | R-3, Multi-family Residential District | Single-family residences (Five-Points neighborhood) |
| West | C-2, General Commercial District | Hotel, fast food, retail |

- 2. The suitability of the subject property for the zoned purposes.** The subject properties are suitable for multi-family development. However, due to the orientation of the property and proximity to commercial uses, it is less likely that residential development would be most suitable in this area.
- 3. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** The R-3, multi-family residential, district is an appropriate zoning district for the subject. The applicant states that the property is not serving the community to its highest potential due to the limited uses permitted in the R-3 district.
- 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 zoning district does not pose a threat to 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.** The public does not appear to gain by maintaining the current zoning of the properties.
6. **Whether the subject property has a reasonable economic use as currently zoned.** The properties can be developed for multi-family residential uses. However, it does not appear that the owner of the properties has pursued the economic use of the property since there has never been any proposed development of the site.
7. **The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.** The properties have never been developed.
8. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The properties are located on Perimeter Road near the intersection of Sam Nunn Boulevard. This area is currently developed with a mix of commercial uses. The proposed zoning district would result in uses that are consistent with the adjacent and nearby development. Further, C-2, general commercial, zoning would allow similar zoning to be present on both sides of Perimeter Road in this area.
9. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The proposed zoning district is not expected to adversely affect the existing uses of nearby property. While the properties back to residential uses in the Five-Point neighborhood, any proposed development would be required to provide a screen/buffer to reduce the impact of commercial uses on residential areas. Further, the applicant suggests that multi-family development could still be permitted with C-2 zoning (with the granting of a special exception by Council).
10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject properties are within the "In-Town Corridor" and "Traditional Neighborhood" character areas in the 2022 Joint Comprehensive Plan Update though the majority of the property is within the "In-Town Corridor" area. Suggested development patterns within the In-Town Corridor character area include: "Residential, commercial, and institutional uses grouped in mixed-use centers."
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.** The proposed development should not cause an excessive or burden on existing community facilities:
 - Infrastructure – Water and sewer service is available at the subject property.
 - Roads – Perimeter Road is identified as an arterial street and has adequate capacity to serve any future commercial development at the subject property.
 - Education –Commercial development is not expected to create any burdensome impacts on schools.
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.** With continued population growth, there is more interest in commercial developments in Perry, especially along arterial roads near major commercial centers.

STAFF RECOMMENDATION: Staff recommends approval of the zoning change from R-3, multi-family residential, to C-2, general commercial.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on June 13, 2022, the Planning Commission recommends approval of the requested zoning change to C-2, General Commercial District.

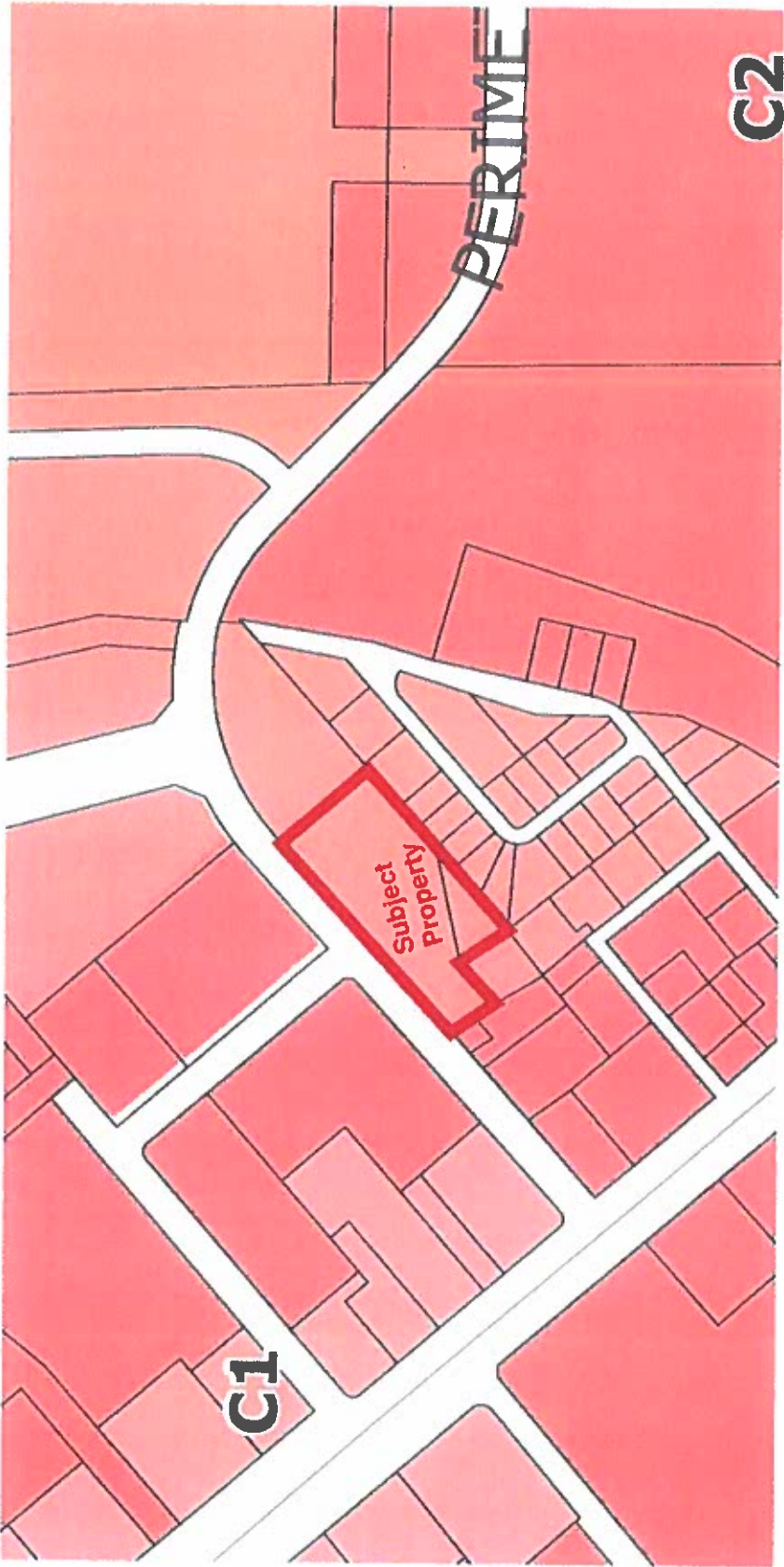


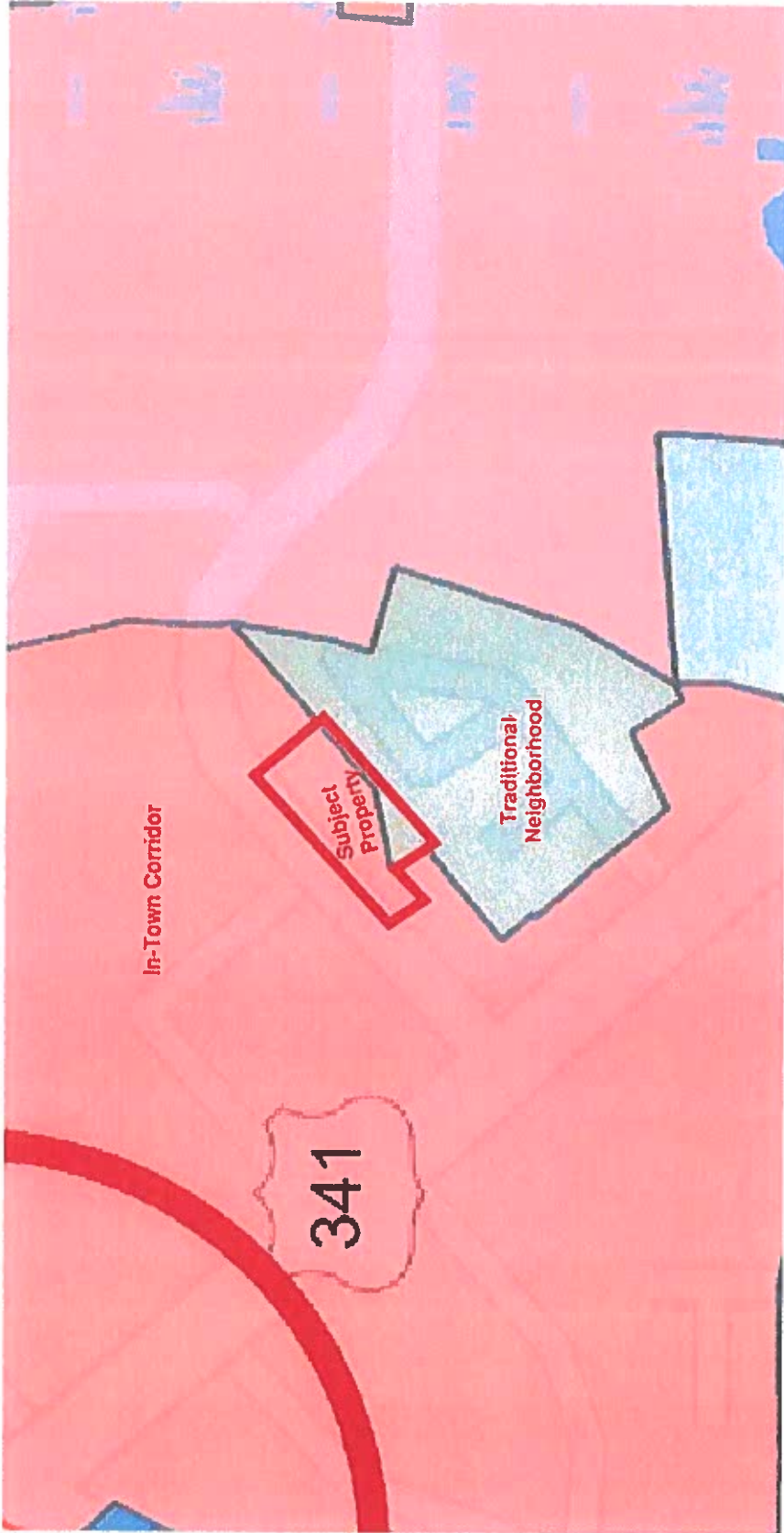
Eric Z. Edwards, Chairman of the Planning Commission



Date









Where Georgia comes together.

Application # RZNE
#0067-2022

Application for Rezoning

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

| | *Applicant | *Property Owner |
|----------|---|--|
| *Name | Chad Bryant | CCCCT Investments, LLC. |
| *Title | Engineer | Owner |
| *Address | 906 Ball Street, Suite A, Perry, GA 31069 | 810 Corder Road, Warner Robins, GA 31088 |
| *Phone | 478-224-7070 | 478-714-1594 |
| *Email | chad@bryantengllc.com | chad@bryantengllc.com |

Property Information

| | |
|-----------------------------|--|
| *Street Address or Location | 115 Perimeter Road, Perry, GA 31069 |
| *Tax Map Number(s) | 0P0390 016000 and 0P0150 037000 |
| *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; |

Request

| | | | |
|--|-----|---------------------------|-----|
| *Current Zoning District | R-3 | *Proposed Zoning District | c-2 |
| *Please describe the existing and proposed use of the property <u>Note: A Site Plan or other information which fully describes your proposal may benefit your application.</u> | | | |
| The existing use is multi-family residential; unused wooded land. The property is proposed to be used for general commercial purposes. | | | |

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
 - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
 - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with 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.
- Rezoning applications require an informational hearing before the planning commission and a public hearing before City Council. Public hearing sign(s) will be posted on the property 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 has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes _____ No X
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:

del R BF
4/27/22

| | |
|----------------------------------|------------------|
| *Applicant | *Date 4/27/22 |
| *Property Owner/Authorized Agent | *Date 4/27/22 |

del R BF
4/27/22

Standards for Granting a Rezoning

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

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

- (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.



Chad R. Bryant, P.E.
President

Jennie S. Caldwell, P.E.
Forsyth Branch Manager

April 21, 2022

Mr. Bryan Wood
Community Development Director
City of Perry Planning and Zoning
741 Main Street
Perry, Georgia 31069
(478) 988-2720
bryan.wood@perry-ga.gov

**Subject: Application for Rezoning Standards
Perimeter Road Parcel Rezoning
Subject Parcels #0P0390 016000 and 0P0150 037000**

Dear Mr. Wood,

Please see attached application and plat for rezoning for approximately 2.02-acre parcels located on 115 Perimeter Road. The following addresses the Standards for Granting a Rezoning:

1. ***The existing land uses and zoning classification of nearby property:***
Property to the north and west, on opposite side of Perimeter Road, are both zoned C-2. The property to the north remains unused with mostly wooded/grass areas; whereas, the property to the west is the existing Red Roof Inn hotel and other unused properties. Property to the south and east is zoned R-3 with single-family dwelling units.
2. ***The suitability of the subject property for the zoned purposes:***
The property has historically been unused. Due to the proximity of several other C-2 properties, this property is located in a prime location for further commercial development. While surrounding areas remain as residential properties, the character and orientation of the subject property is less desirable for R-3 residential development, as owners are unlikely to develop homes neighboring commercial properties such as hotels, retail, and restaurants.
3. ***The extent to which the property values of the subject property are diminished by the particular zoning restrictions:***
Currently the subject property is unutilized and not serving the community to its highest potential. Approval for rezoning will increase property value as introducing additional uses which are currently limited under R-3 zoning.
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 subject property is unused and thus has no bearing on 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:***
The proposed zoning and concept provide for a better use of the subject property. The public will benefit from additional commercial property in Perry while simultaneously boosting business in surrounding areas.
6. ***Whether the subject property has a reasonable economic use as currently zoned:***
The current land development pattern for the subject property suggests a transition away from multi-family residential district towards a commercial nature. The multi-family residential real estate market typically finds properties located on and accessed directly from high traffic roads less desirable. Therefore, under current zoning conditions, the subject property provides no economic value to the area, as it remains unused. The proposed zoning would permit a land use that would enhance revenue and create an attractive environment for the city of Perry.
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:***
Under the current zoning, the subject property has never been developed and has remained wooded. Whereas, other properties in the vicinity, opposite of Perimeter Road, are fully developed commercial properties.
8. ***Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property:***
As previously mentioned, a C-2 zoning classification for the subject property provides an opportunity for a mix of uses that would complement nearby established areas.
9. ***Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property:***
The existing uses of the subject property provided under R-3 multi-family residential zoning district are still permitted under the proposed C-2 general commercial zoning district. Additionally, due to the existence of commercial development in the neighborhood, the requested zoning would not adversely affect any nearby properties.
10. ***Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan:***
The established land use plan outlined in the Houston County Comprehensive Plan indicates a future land use zone for the subject property as a commercial-use area.
11. ***Whether the zoning proposal will result in a use which will cause an excessive burden upon existing streets, transportation facilities, utilities, or schools:***
The proposed zoning will not pose an excessive burdensome use of existing infrastructure.
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:***
Current conditions support rezoning this property to C-2 as surrounding developments exist as C-2 districts and would complement nearby established neighborhoods.



Chad R. Bryant, P.E.
President

Jennie S. Caldwell, P.E.
Forsyth Branch Manager

We would like to be placed on the next available agenda for the Perry Planning Commission. Please let me know if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Chad R. Bryant, P.E.'.

Chad Bryant, P.E.
President
Bryant Engineering



Type: GEORGIA LAND RECORDS
Recorded: 2/25/2022 11:29:00 AM
Fee Amt: \$250.00 Page 1 of 2
Transfer Tax: \$225.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Superior Court Clerk

Participant ID(s): 6811174267,
7067927936

BK 9590 PG 105 - 106

(Above space for recording officer use.)

After recording return to:

File No.: P22-088

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: JOHN W. HULBERT

STATE OF GEORGIA
COUNTY OF HOUSTON

WARRANTY DEED

THIS INDENTURE, Made the 25th day of February, in the year two thousand twenty-two (2022), between

HIGHWAY 26 LAND CONSERVATION, LLC,
a Georgia limited liability company

duly organized and existing under the State of Georgia, as party or parties of the first part, hereinafter called Grantor,

CCCCT INVESTMENTS, LLC,
a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable Considerations and TEN (\$10.00) and NO/100-----DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey or confirm unto the said Grantee, all of the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 50 of the Tenth Land District of Houston County, Georgia, and in the City of Perry, known and designated as Parcel 2, comprising 1.758 acres, according to a plat of survey for Davis Company, Inc. by Richard L. Jones, Surveyor, dated November 5, 1990, and a copy of said plat being recorded in Plat Book 39, Page 167, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are incorporated herein by reference for all purposes.

Deed Reference: Deed Book 115, Page 529, said Clerk's Office
Houston County Tax Map Parcel No.: 0P039 016000

The above described property is subject to Declaration of Restrictions dated November 28, 2012 and recorded in Deed Book 6058, Pages 339-342, Clerk's Office, Houston Superior Court.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor warrants and will forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

HIGHWAY 26 LAND CONSERVATION, LLC,
a Georgia limited liability company
BY: BLDHP, Inc., a Georgia corporation, Sole and
Managing Member

Signed, sealed and delivered
in the presence of:

By: _____
CHARLES R. AYER, President of BLDHP, Inc.

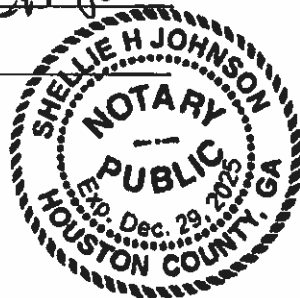
(Organizational Seal)

Witness

Notary Public

My Commission Expires: _____

(Notary Seal)



Type: GEORGIA LAND RECORDS
Recorded: 4/14/2022 10:34:00 AM
Fee Amt: \$40.00 Page 1 of 2
Transfer Tax: \$15.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Superior Court Clerk

Participant ID(s): 6811174267,
7067927936

(Above space for recording officer use.) **BK 9661 PG 50 - 51**

After recording return to:

File No.: P22-170

WALKER HULBERT GRAY & MOORE, LLP

P. O. Box 1770 / 909 Ball Street
Perry, Georgia 31069
Attorney: JOHN W. HULBERT

STATE OF GEORGIA
COUNTY OF HOUSTON

LIMITED WARRANTY DEED

THIS INDENTURE, Made the 14th day of April, in the year two thousand twenty-two (2022),
between

REBECCA J. HAMILTON

of the County of Houston and the State of Georgia, as party or parties of the first part, hereinafter
called Grantor, and

CCCCT INVESTMENTS, LLC,
a Georgia limited liability company

duly organized and existing under the laws of the State of Georgia, as party or parties of the second
part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs,
successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Other Good and Valuable
Considerations and Ten (\$10.00) and NO/100 ----- DOLLARS, before the sealing
and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained,
sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey
or confirm unto the said Grantee, ALL OF THE FOLLOWING DESCRIBED PROPERTY, to-wit:

That tract or parcel of land situate, lying and being in the City of Perry, Houston County,
Georgia, same being a town lot in the shape of a triangle, the base of which is 100 feet;
the north line being 225 feet to a point; the south line being 194 feet to a point and
located 520 feet from the highway known as State Highway No. 7; bounded, now or
formerly, on the north by property of W. C. Yates; on the south by property of Cuby
Hardnett and on the west by property of Willie Williams.

The above described property is conveyed subject to any and all restrictions, easements,
covenants and rights-of-way of record, if any.

**Deed Reference: Deed Book 1549, Pages 29-30, said Clerk's Office
Houston County Tax Map Parcel No.: 0P0150 037000**

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor, for itself, its successors and assigns, warrants and will, forever defend the right and title to said tract or parcel of land unto Grantee and its successors and assigns against the claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Rebecca J. Hamilton (Seal)
REBECCA J. HAMILTON

Signed, sealed and delivered
in the presence of:

Kaitlyn P. Merrill
Witness

Shellie H. Johnson
Notary Public
My Commission Expires: _____

(Notary Seal)



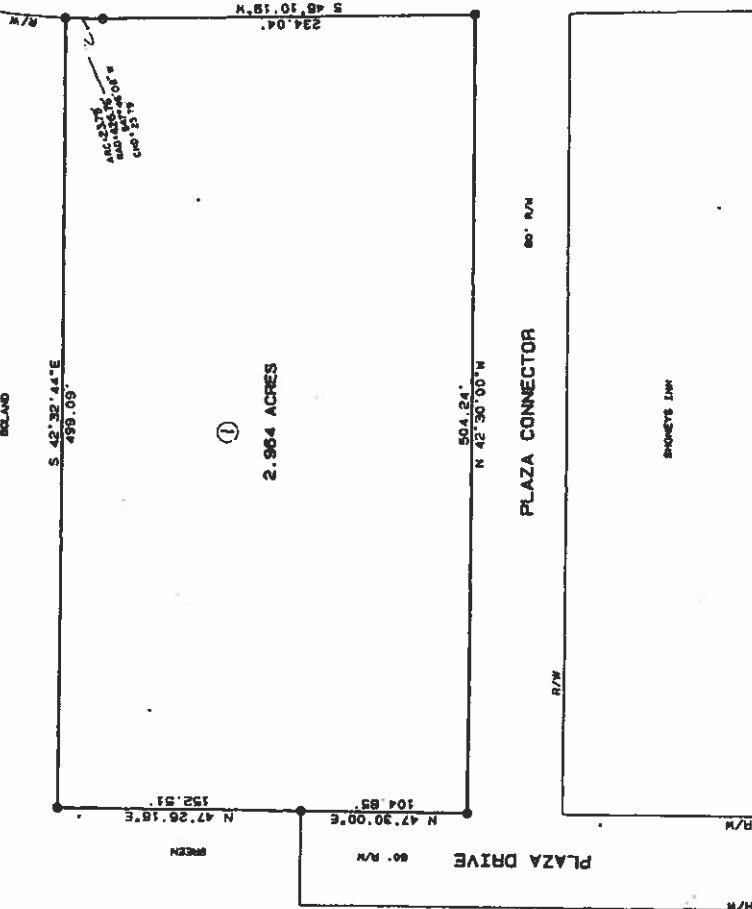
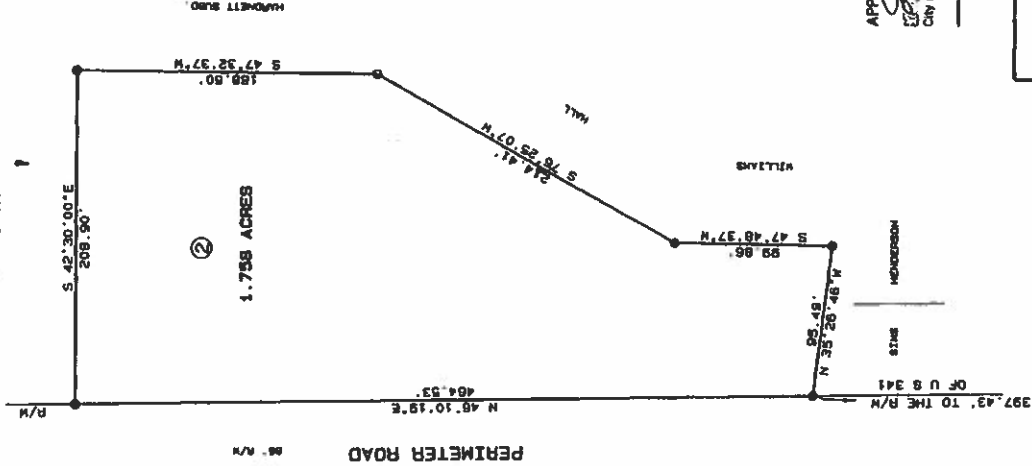
Due Gff 39/107

FILED
RECORDED
633 DEC 14 2K 9 54

DEEM SURVEY COST

APPROVED FOR RECORDING
Joseph P. M...
Professional Surveyor, Building Official
City of Perry, Georgia
Date: Feb. 9, 1990

| | |
|--|------------------|
| SURVEY FOR | |
| DAVIS COMPANY INC. | |
| LAND LOT 50 | 10TH DISTRICT |
| HOUSTON CO | PERRY, GEORGIA |
| SCALE 1" = 30' | NOVEMBER 5, 1990 |
| JONES SURVEYING COMPANY PERRY, GA. 312-987-2705 | |



- REFERENCES:
1. PLAT BOOK 2 - PAGE 324
 2. PLAT BOOK 3 - PAGE 89
 3. PLAT BOOK 10 - PAGE 201
 4. PLAT BOOK 15 - PAGE 205

- 0 IRON PIN PLACED
- 6 IRON PIN FOUND

CERTIFICATION

THIS PLAT WAS CALCULATED FOR THE LINES AND AREAS SHOWN HEREON FROM THE ORIGINAL SURVEY DATA AND IS BEING FILED TO BE ACCURATE. THE LINES AND AREAS SHOWN HEREON ARE THE RESULT OF A MATHEMATICAL CALCULATION FROM THE DATA PROVIDED AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE TOTAL AREA.

PLAT NO. 39
167
JONES SURVEYING COMPANY
PERRY, GA.

PLAT NO. 3230

ORDINANCE

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the zoning is changed from City of Perry M-2. General Industrial District. to City of Perry M-1. Wholesale and Light Industrial District, and the city's zoning map is amended accordingly relative to the properties of **VALLEY DRIVE, LLC** described as follows:

All that tract or parcel of land situate, lying and being in the 10th Land District of Houston County, Georgia and in the City of Perry and being shown as Tract A-2, containing 2.82 acres, Land Lots 17, 18, 47, and Tract A-3, containing 2.00 acres, in Land Lots 17 and 18, on a plat of survey prepared by Brent Cunningham dated October 1, 2001 and recorded in Map Book 58, Page 89, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

**Deed Reference: Book 4256, Pages 104-105
Tax Map Parcels: 0P0380 50A000 and 0P0380 50B000**

SO ENACTED this 19th day of July, 2022.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: July 5, 2022
2nd Reading: July 19, 2022

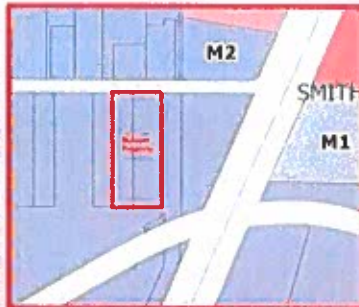


Where Georgia comes together.

| Summary for Zoning Case: RZNE-0075-2022 | |
|---|---|
| Property Location: | 311 Valley Drive |
| Tax Map No: | 0P0380 50A000 and 0P0380 50B000 |
| Acres: | 4.82 |
| Request: | Rezone from M-2, Industrial, to M-1, Wholesale and Light Industrial |
| Planning Commission Recommendation: | Approval (no conditions) |



Aerial Map



Zoning Map



Character Areas



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development
June 6, 2022

CASE NUMBER: RZNE-0075-2022

APPLICANT: Brad von Oven

REQUEST: Rezone from M-2, Industrial, to M-1, Wholesale and Light Industrial

LOCATION: 311 Valley Drive; Tax Map No. 0P0380 50A000 and 0P0380 50B000

BACKGROUND INFORMATION: The subject properties consist of 4.82 total acres and are currently zoned M-2, Industrial. Both parcels are undeveloped and have never been developed. The applicant proposes to develop the properties as a location for an RV and boat rental and storage company. As the property is currently zoned, the proposed use is not permitted. The M-2, Industrial, zoning district is the City's most intense zoning district and is designated for more intense uses.

The applicant is currently operating an RV rental business from another location outside Perry. However, the primary source of business noted by the applicant is the rental of RVs for visitors to the Georgia National Fairgrounds. The subject property on Valley Drive has been identified by the applicant as an ideal location to serve as a home base for operations and provides an opportunity for the business to scale and expand.

STANDARDS GOVERNING ZONE CHANGES:

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


| | Zoning Classification | Land Uses |
|-------|------------------------------|---------------------------------------|
| North | M-2, Industrial | Various warehouse and industrial uses |
| South | M-2, Industrial | Undeveloped |
| East | M-2, Industrial | Undeveloped |
| West | M-2, Industrial | Undeveloped |

- 2. The suitability of the subject property for the zoned purposes.** The subject properties are suitable for industrial development. However, due to the proposed use of the property, M-1 zoning would also be suitable as a less intense zoning district.
- 3. The extent to which the property values of the subject property are diminished by the particular zoning restrictions.** The M-2, Industrial, district is an appropriate zoning district for the subject. The applicant states that the property values would increase with the development of the property.
- 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 zoning district does not pose a threat to 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.** The public does not appear to gain by maintaining the current zoning of the properties.
6. **Whether the subject property has a reasonable economic use as currently zoned.** The properties can be developed for industrial uses. However, it does not appear that the owner or previous owners of the properties have pursued the highest economic use of the property since there has never been any proposed development of the site.
7. **The length of time the property has been vacant as zoned considered in the context of land development in the vicinity of the property.** The properties have never been developed.
8. **Whether the proposed rezoning will be a use that is suitable in view of the uses and development of adjacent and nearby property.** The properties are located on Valley Drive where there is a mix of existing industrial, warehouse, retail, and other uses. Some properties are undeveloped. The proposed zoning and proposed use of the property will be suitable for the area. As the requested zoning district is less intense than the current zoning, any future development will be less impactful to the surrounding properties.
9. **Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.** The proposed zoning district is not expected to adversely affect the existing uses of nearby property. The applicant states that the proposed zoning district would create a positive impact on the surrounding properties.
10. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan.** The subject properties are within the "Redevelopment" character area in the 2022 Joint Comprehensive Plan Update. Suggested development patterns within the Redevelopment character area include: "Infill development on vacant or underutilized sites." The comprehensive plan also mentions the Valley Drive area, specifically, stating "The area has high visibility from, and easy access to, I-75 which makes it attractive for new commercial and hotel facilities."
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.** The proposed development should not cause an excessive or burden on existing community facilities:
 - Infrastructure – Water and sewer service is available at the subject property.
 - Roads – Valley Drive is identified as a collector street and has adequate capacity to serve future development at the subject property.
 - Education –Light industrial development is not expected to create any burdensome impacts on schools.
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.** With continued population growth in Perry and increased programming at the Georgia National Fairgrounds, the proposed use of the property and proposed zoning district are appropriate. Further, the proposed zoning district and proposed use is less intense the currently allowable uses.

STAFF RECOMMENDATION: Staff recommends approval of the zoning change from M-2, Industrial, to M-1, Wholesale and Light Industrial.

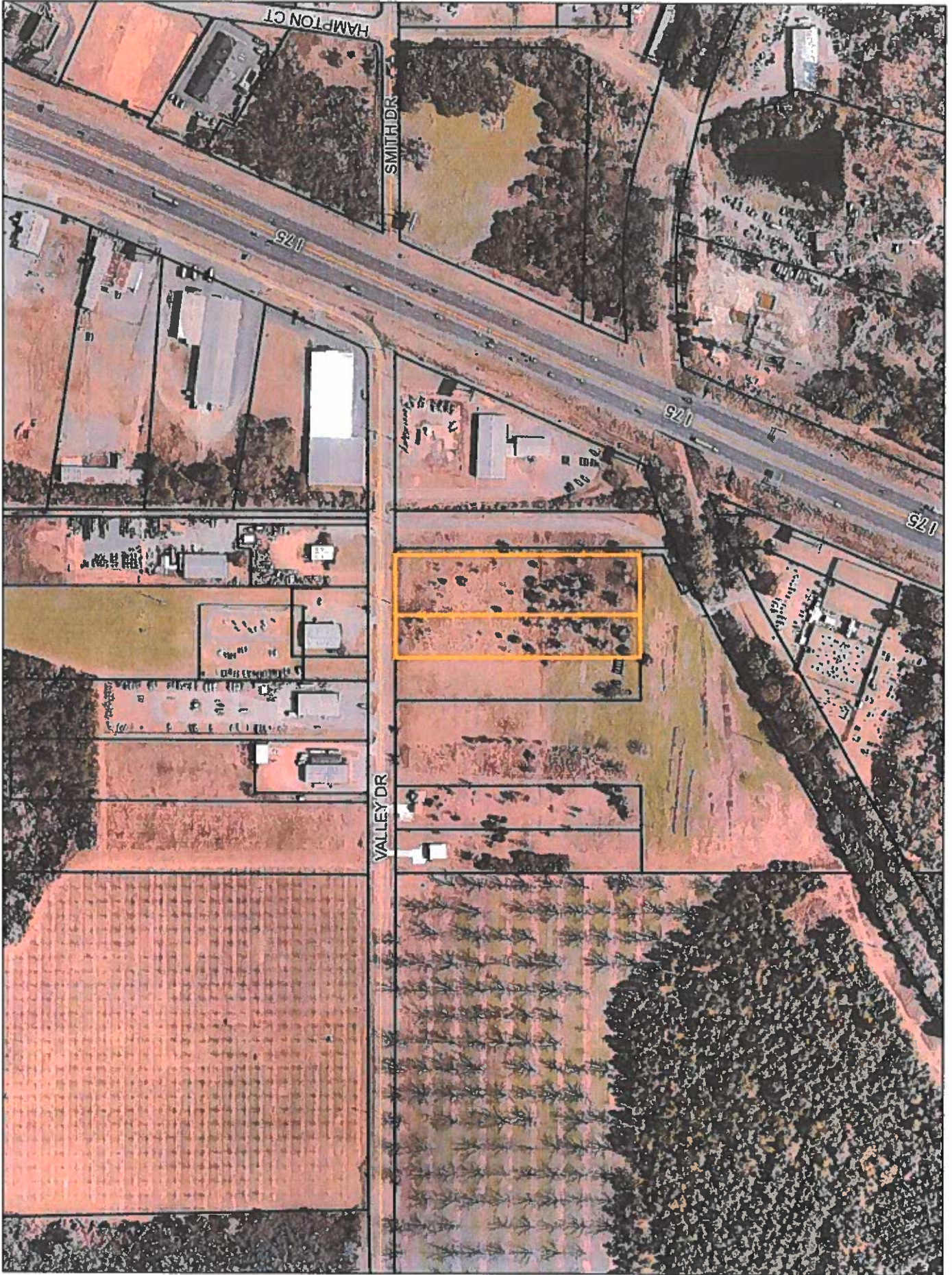
PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on June 13, 2022, the Planning Commission recommends approval of the requested zoning change to M-1, Wholesale and Light Industrial District.

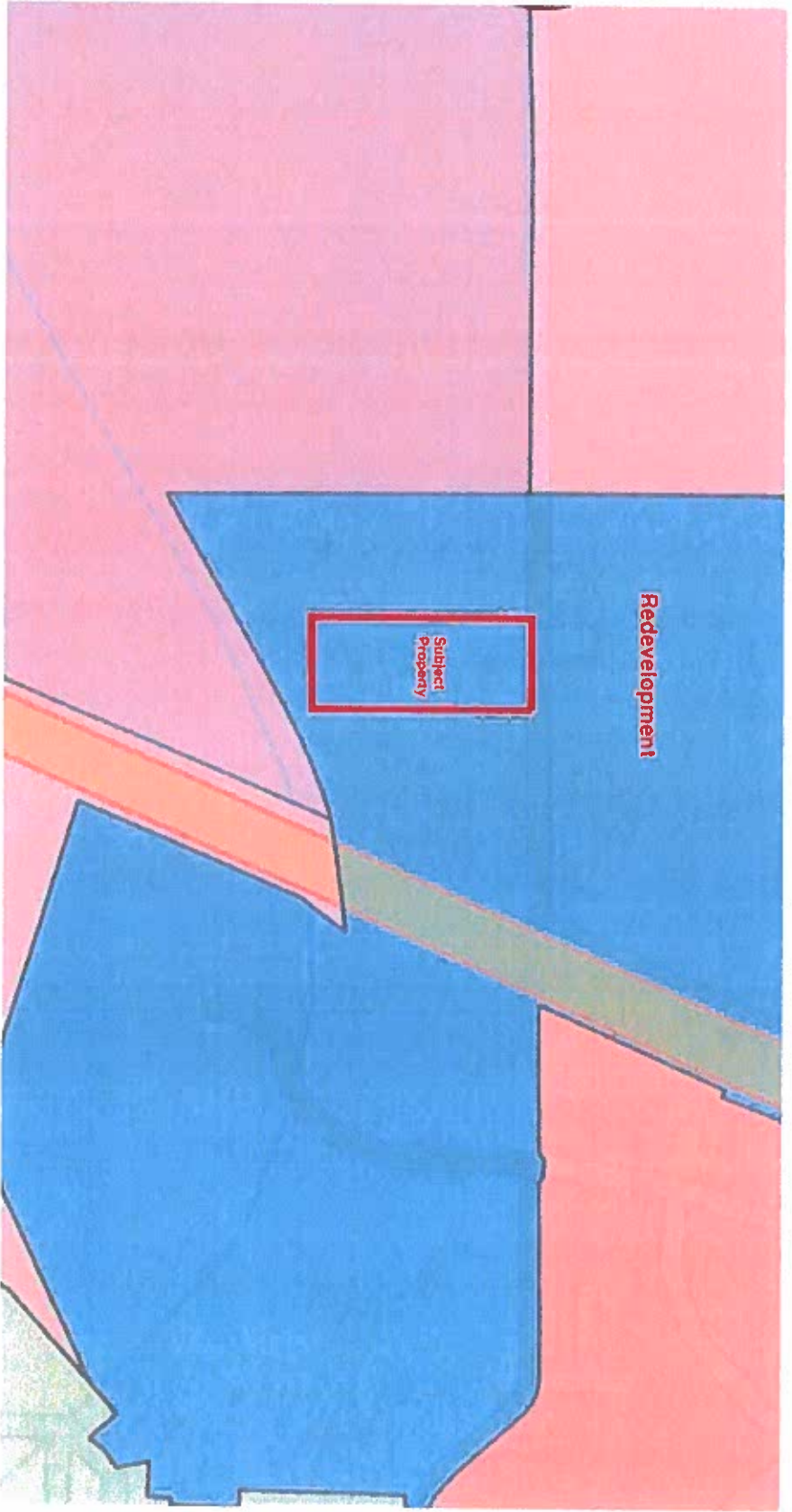


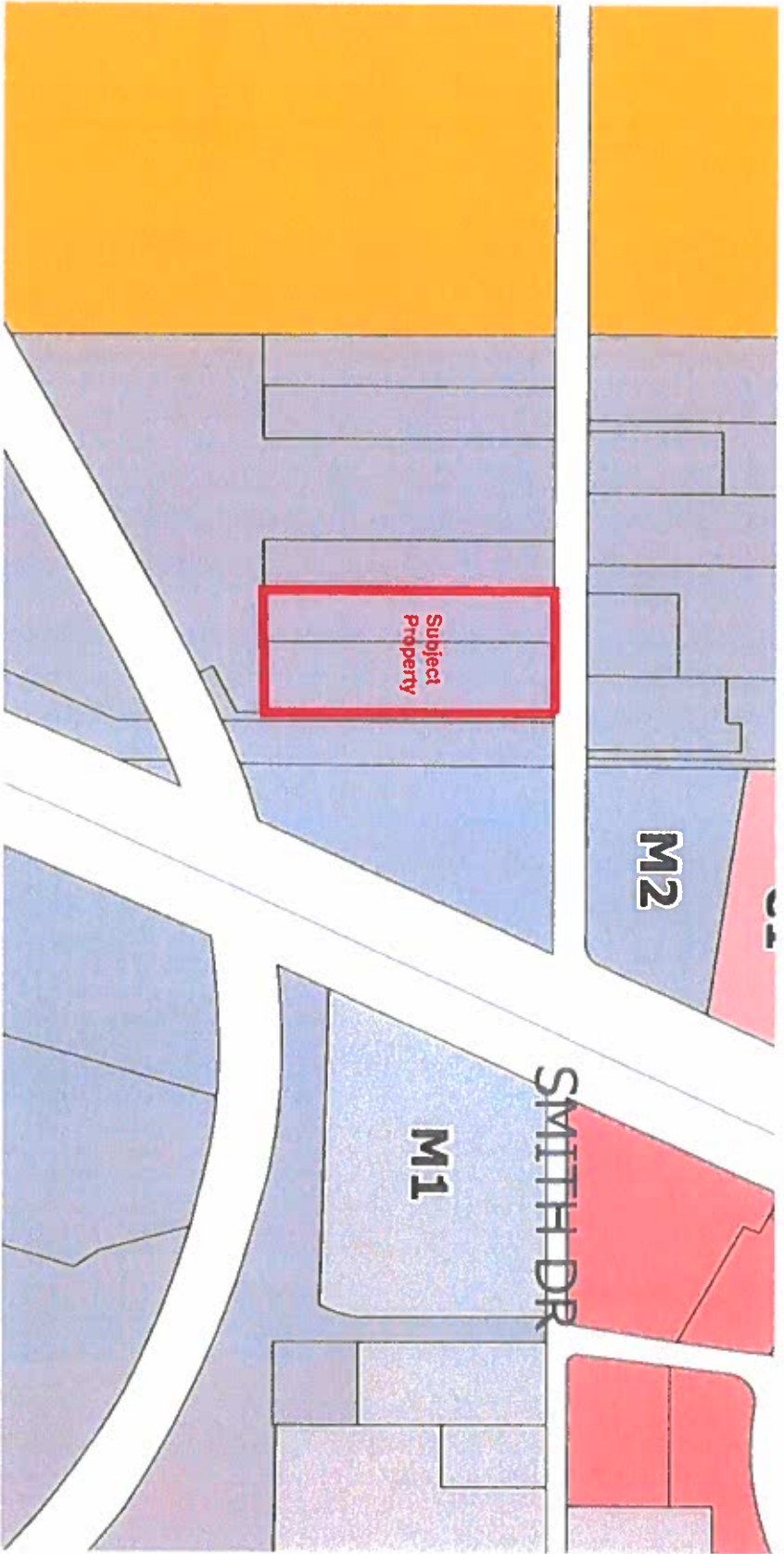
Eric Z. Edwards, Chairman of the Planning Commission



Date







Subject
Property

M2

M1

SMITH DR



Where Georgia comes together.

Application # RZNE -
0095-2022

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

Applicant/Owner Information

*Indicates Required Field

| | *Applicant | *Property Owner |
|----------|---|--|
| *Name | Brad von Oven | Valley Drive LLC |
| *Title | Mr. | |
| *Address | 116 Wood street Warner Robins, GA 31088 | 527 Hillcrest Ind Blvd Macon, GA 31204 |
| *Phone | 478-538-2889 | |
| *Email | vonoven@gmail.com | |

Property Information

| | |
|-----------------------------|--|
| *Street Address or Location | 311 Valley Drive (Parcel A-2 & A-3) |
| *Tax Map Number(s) | (0P0380 50A000) & (0P0380 50B000) |
| *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. |

Request

| | | | |
|--|-----|---------------------------|-----|
| *Current Zoning District | M-2 | *Proposed Zoning District | M-1 |
| *Please describe the existing and proposed use of the property Note: A Site Plan or other information which fully describes your proposal may benefit your application. Currently undeveloped land of 4.82 acres Plan to move Perry RV LLC to location and develop for storage of RVs & boats and also to use as prime location for our management rental services. | | | |

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
 - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
 - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
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- *Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. 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>Bruce J. Ven</i> | *Date 07/20/22 |
| *Property Owner/Authorized Agent <i>John Pearson Valley Drive Ill</i> | *Date 4/26/2022 6:45 PM |

BEABADACBDA8457...

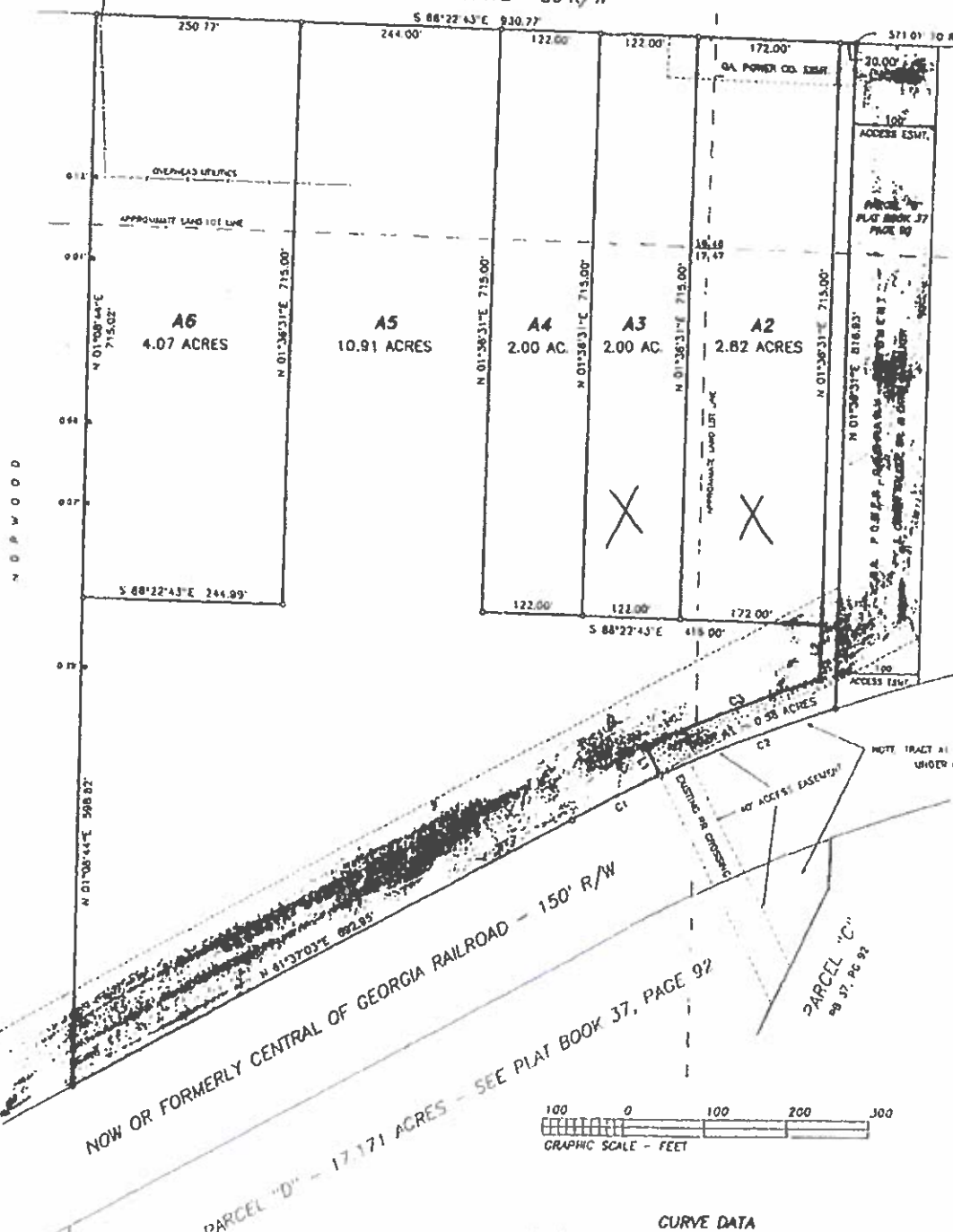
Standards for Granting a Rezoning

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? *No*

- (1) The existing land uses and zoning classification of nearby property;
All areas around parcels are zoned M-2, Industrial
- (2) The suitability of the subject property for the zoned purposes;
The property will meet all requirements for the zoned purpose
- (3) The extent to which the property values of the subject property are diminished by the particular zoning restrictions; *if anything, the property values around will increase due to the development of this property*
- (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 rezoning of the property would increase the value and would not affect 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; *public. No hardship, this will only be a gain to the public*
- (6) Whether the subject property has a reasonable economic use as currently zoned;
The property could have a use but has been undeveloped
- (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; *has always been vacant and undeveloped*
- (8) Whether the proposed zoning will allow uses that are suitable in view of the uses and development of adjacent and nearby property; *yes, the zoning would allow uses that are suitable*
- (9) Whether the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property; *No adverse affects, only positive potential*
- (10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;
yes it is.
- (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 *Not at all*
- (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.
None what so ever

VALLEY DRIVE 80'R/W

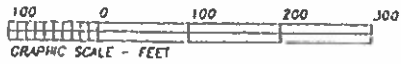


NORTH IS BASED ON PLAT BOOK 37, PAGE 92

58 89
58 89

APPROVED FOR RECORDING

Steve Hines
Planning and Zoning Department
City of Perry, Georgia
Date: 5/20/89, 2001



CURVE DATA

| CURVE | RAD US | ARC | CHORD | BEARING |
|-------|----------|---------|---------|--------------|
| C1 | 2097.40 | 123.93' | 123.93' | N 63°18'37"E |
| C2 | 2097.40' | 230.00' | 229.88' | N 68°05'40"E |
| C3 | 2137.40' | 228.57' | 228.48' | N 68°02'52"E |

LINE DATA

| LINE | BEARING | DISTANCE |
|------|--------------|----------|
| L1 | N 26°00'00"W | 40.01' |
| L2 | N 01°38'31"E | 66.69' |

LEGEND:

- IRON REBAR FOUND
- 1/2" IRON REBAR SET
- CONCRETE POWER POLE
- WOOD POWER POLE
- 40' ACCESS EASEMENT
- GA. POWER CO. EASEMENT

REFERENCE:
SURVEY FOR L. CONEH WALKER, SR & DAVID G. WALKER,
PARCELS "A", "B", "C", & "D" BY RICHARD L. JONES,
DATED JULY 24, 1989 AND RECORDED IN PLAT BOOK 37,
PAGE 92



The field data upon which this plat is based has a closure precision of one foot in 25,211 feet and an angular error of 0.5" per angle point and was adjusted using the least squares method. Measurements were made using a Topcon GTS-3 Total Station. This plat has been calculated for closure and is found to be accurate within 1 foot in 105,000 feet. FILED WITH COMPLETED ON 10 11 01

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN

RESUBDIVISION OF
PARCEL "A" FOR **RANDALL HAMMOCK**
IN LAND LOTS 17, 18, 47, & 48 10TH LAND DISTRICT
HOUSTON COUNTY PERRY, GEORGIA
OCTOBER 1, 2001 SCALE 1" = 100'

Brent Cunningham & Co., Inc.
LAND SURVEYORS
P.O. BOX 1344, 31098-1344 • 101 MCARTHUR BLVD 31093
PARKER ROBINS, GEORGIA • PHONE: FAX 478-922-6518

6124
After recording, return to:
Duncan D. Walker, III
Hall, Block, Garland & Meyer, LLP
P.O. Box 5088
Macon, GA 31208-5088

Doc ID: 009380280002 Type: GLR
Filed: 04/23/2007 at 03:54:13 PM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Houston, Ga, Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 4256 PO 104-105

STATE OF GEORGIA
COUNTY OF BIBB

WARRANTY DEED

THIS INDENTURE made this 16th day of April, 2007, between JPCP, LLC (hereinafter referred to as "Grantor") and Valley Drive, LLC, (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include its respective heirs, successors, executors, administrators and legal representatives and assigns where the context requires or permits.)

WITNESSETH:

GRANTOR, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said GRANTEE, the following described property:

All that tract or parcel of land situate, lying and being in the 10th Land District of Houston County, Georgia and in the City of Perry and being shown as Tract A-2, containing 2.82 acres, in Land Lots 17, 18, 47 and 48, and Tract A-3, containing 2.00 acres, in Land Lots 17 and 18, on a plat of survey prepared by Brent Cunningham dated October 1, 2001 and recorded in Map Book 58, Page 89, Clerk's Office, Houston Superior Court. Said plat of survey and the recorded copy thereof are hereby made a part of this description by reference thereto.

Deed Reference: Deed Book 1893, Page 246, Clerk's Office, Houston Superior Court.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, its heirs and assigns, forever, in Fee Simple.

AND THE SAID GRANTOR, for itself, its heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said GRANTEE, its heirs and assigns, against the lawful claims of all persons.

BOOK 4256 PAGE 105

IN WITNESS WHEREOF, the said GRANTOR have hereunto set its hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Chris Pyle
Unofficial Witness

Jessie R. D. Mucke
Notary Public

Commission Expiration Date: 07/13/2009

JPCP, LLC
By: [Signature]
Member

By: [Signature]
Member



ORDINANCE

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

WHEREAS, proper application to annex property to the City of Perry, Georgia has been made by NV REIT OP. LP, on behalf of 2032 N US 341, LLC, the owner of the land hereinafter described as follows:

All that tract or parcel of land situate, lying and being in Land Lots 19 and 20 of the Tenth Land District, Houston County, Georgia, and being 4.046 acres as more fully shown on plat of survey for Dr. Felix Smith, Sr., certified by Richard L. Jones, Georgia Registered Land Surveyors Number 1591 of Jones Surveying Company, dated May 19, 1983, and a copy of which is record in Plat Book 34, Page 115, in the office of the Clerk of Superior Court of Houston County, Georgia. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

NOW THEREFORE, pursuant to the act of the General Assembly of the State of Georgia 1962, Page 119; 1969, Page 504; 1992, Page 2592; 2000, Page 164 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, 2022, and for all other purposes shall become effective on August 1, 2022.

SO ENACTED this 19th day of July, 2022.

CITY OF PERRY, GEORGIA

(SEAL) BY: _____
RANDALL WALKER, MAYOR

ATTEST: _____
ANNIE WARREN, CITY CLERK

1st Reading: July 5, 2022
2nd Reading: July 19, 2022

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 the property of 2032 N US 341, LLC, described as follows:

All that tract or parcel of land situate, lying and being in Land Lots 19 and 20 of the Tenth Land District, Houston County, Georgia, and being 4.046 acres as more fully shown on plat of survey for Dr. Felix Smith, Sr., certified by Richard L. Jones, Georgia Registered Land Surveyors Number 1591 of Jones Surveying Company, dated May 19, 1983, and a copy of which is record in Plat Book 34, Page 115, in the office of the Clerk of Superior Court of Houston County, Georgia. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto.

**Deed Reference: Book 9672, Pages 238-241
Tax Map Parcels: 000310 12A000**

This rezoning shall become effective on August 1, 2022, in accordance with O.C.G.A. § 36-66-4(d)(4).

SO ENACTED this 19th day of July, 2022.

CITY OF PERRY, GEORGIA

BY: _____
RANDALL WALKER, Mayor

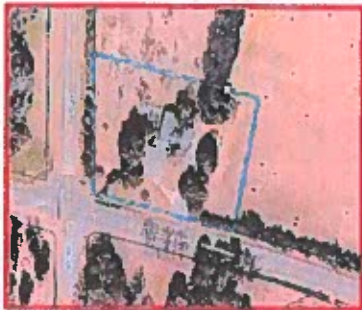
ATTEST: _____
ANNIE WARREN, City Clerk

1st Reading: July 5, 2022
2nd Reading: July 19, 2022



Where Georgia comes together.

| Summary for Zoning Case: ANNEX-0081-2022 | |
|--|---|
| Property Location: | 2032 Sam Nunn Blvd. |
| Tax Map No: | 000310 12A000 |
| Acres: | 4.05 |
| Request: | Annex and rezone from RAG (county) to C-2, General Commercial |
| Planning Commission Recommendation: | Approval (no conditions) |



Aerial Map



Zoning Map



Character Areas



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

June 7, 2022

CASE NUMBER: ANNX-0081-2022

APPLICANT: NV REIT OP, LP

REQUEST: Annexation and Rezone from RAG (County) to C-2, General Commercial

LOCATION: 2032 US-341 (Sam Nunn Blvd); Tax Map No. 000310 12A000

BACKGROUND INFORMATION: The subject property is a 4.05-acre parcel located on the Northeast corner of Sam Nunn Blvd and Airport Road. The subject property is currently zoned RAG in Houston County and is currently used as an animal hospital. The applicant has requested to be annexed into the City of Perry with the zoning classification of C-2, General Commercial, for the current use as an animal hospital and access to City of Perry utilities.

There are no known covenants or restrictions on the subject property which would preclude the uses permitted in the proposed zoning district.

STANDARDS FOR ESTABLISHING A ZONING CLASSIFICATION:

1. The existing land uses and zoning classifications of nearby property.

| | Zoning Classification | Land Uses |
|-------|------------------------------|------------------------------------|
| North | RAG (County) | Undeveloped/Agriculture |
| South | R-1 and GU | Undeveloped and Heritage Oaks Park |
| East | RAG (County) | Undeveloped/Agriculture |
| West | R-1 | Undeveloped |

2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties. The proposed zoning district is compatible with the surrounding uses. The primary land uses of the surrounding properties include single-family neighborhoods, undeveloped land, and properties that are zoned for similar commercial uses, especially as the Sam Nunn commercial corridor expands to the west.

3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties. The proposed zoning district and commercial development are appropriate for the area. The proposed zoning district is not expected to adversely impact the use of surrounding properties.

4. **Describe how the proposed zoning district is consistent with the Comprehensive Plan.** The subject property is in the "In-Town Corridor" character area as outlined in the 2022 Joint Comprehensive Plan. The In-Town Corridor character area calls for redevelopment of older sites with human-scaled mixed use and commercial developments. Land uses suggested for an In Town Corridor are commercial, residential, mixed-uses, and public/institutional uses.
5. **Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services.** The proposed zoning district will not cause an excessive burden on existing public facilities.
- Infrastructure – Water and sanitary sewer service are available at the subject property.
 - Roads – The primary roads impacted by the proposed annexation and zoning district are Sam Nunn Blvd and Airport Road. Sam Nunn Blvd is classified as an arterial, and Airport Road is classified as a collector. Both roads have adequate capacity to serve this development.
 - Schools – Staff is not aware of any issues related to the capacity of educational facilities resulting from this development.
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.** The subject property is eligible for annexation, and the applicant has requested the use of City of Perry utilities which are readily available at the subject property.

STAFF RECOMMENDATION: City of Perry Staff recommends approval of the annexation request and the proposed zoning classification of C-2, General Commercial.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on June 13, 2022 the Planning Commission recommends approval of the annexation request and the proposed zoning classification of C-2, General Commercial.


Eric Z. Edwards, Chairman, Planning Commission

6/16/22
Date



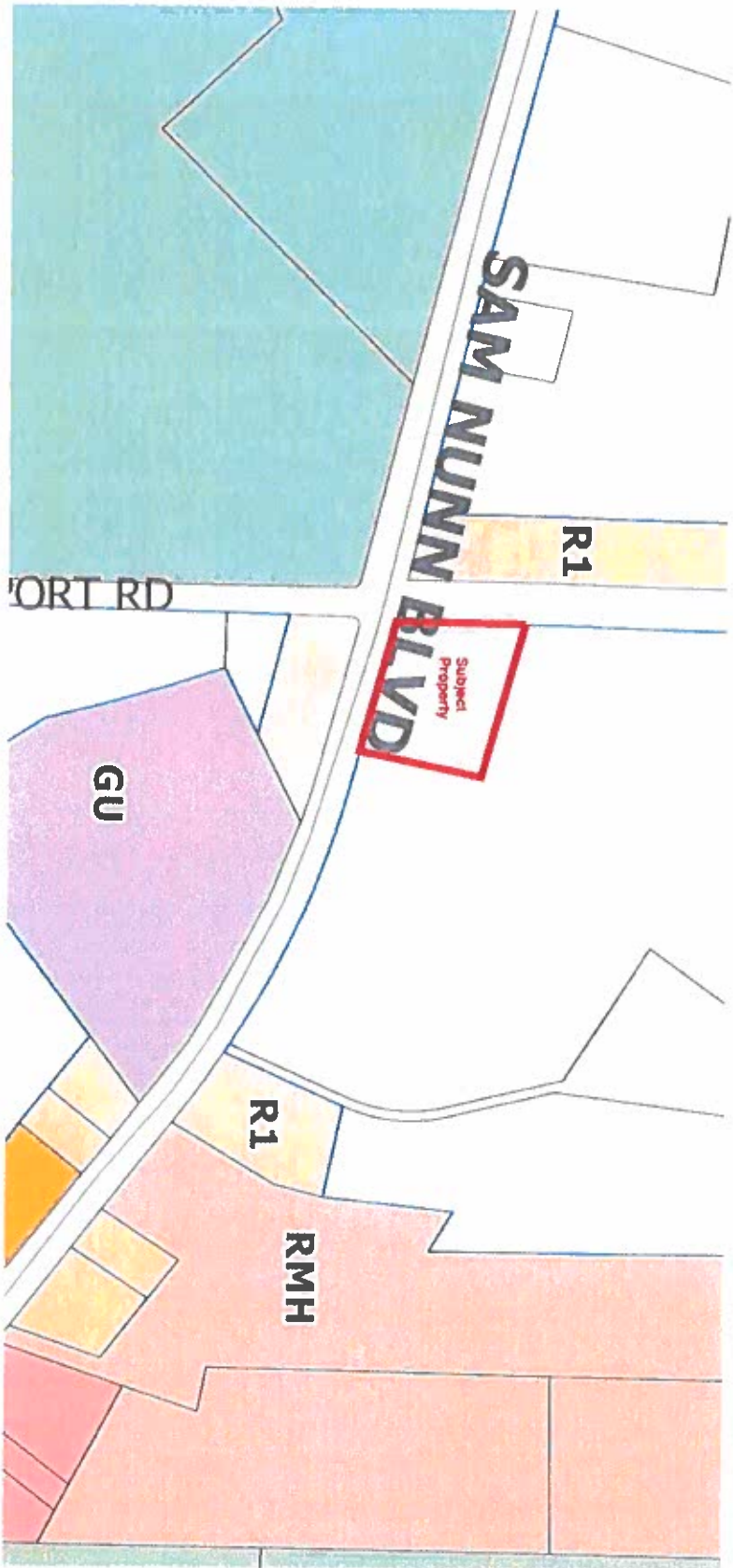
SAM NUNN BLVD

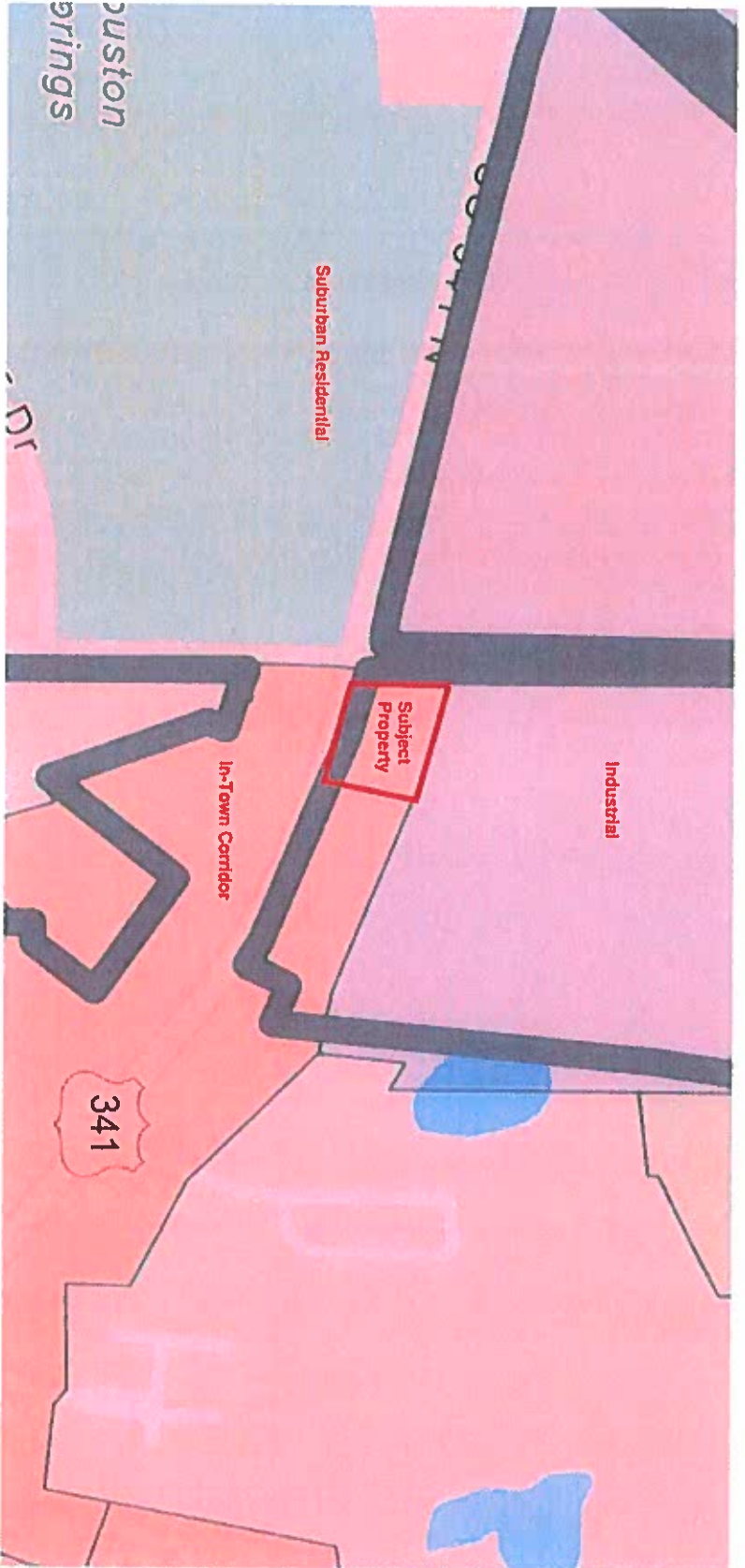
AIRPORT RD

AIRPORT RD

AIRPORT RD

SAM NUNN BLVD







Where Georgia comes together.

Application # ANNX - 0081 - 2022

Application for Annexation

Contact Community Development (478) 988-2720

Applicant/Owner Information

*Indicates Required Field

| | *Applicant | *Property Owner |
|----------|---|---|
| *Name | NV REIT O.P.L.P. | 2032 N US 341, LLC |
| *Title | Owner | Owner |
| *Address | 230 West Monroe St, Suite 1920, Chicago, IL 60606 | 230 West Monroe St, Suite 1920, Chicago, IL 60606 |
| *Phone | 229-347-4507 | 229-347-4507 |
| *Email | dmargeson@nvreit.com | dmargeson@nvreit.com |

Property Information

| | |
|-----------------------------|--|
| *Street Address or Location | 2032 US-341, Perry, GA 31069 |
| *Tax Map #(s) | 000310 12A000 |
| *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 | <u>0-1</u> ^{RAG} ^{MW} | *Proposed City Zoning District | C-2 |
| *Please describe the existing and proposed use of the property Note: A Site Plan and/or other information which fully describes your proposal may benefit your application. The current use of the property is a vet office, and the use will remain the same going forward. No change in use. We are asking for the property to be annexed into the city for municipal water and sewer supply | | | |

Instructions

- The application and fee (made payable to the City of Perry) must be received by the Community Development Office no later than the date reflected on the attached schedule.
- *Fees:
 - Residential - \$140.00 plus \$16.25/acre (maximum \$1,700.00)
 - Planned Development - \$160.00 plus \$16.25/acre (maximum \$3,000.00)
 - Commercial/Industrial - \$245.00 plus \$22.65/acre (maximum \$3,170.00)
- *The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with 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. Public notice sign(s) will be posted on the property 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 has the applicant made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? "Applicant" is defined as any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action. Yes ___ No X
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 | NV REIT OP, LP | *Date | 5/11/2022 |
| *Property Owner/Authorized Agent | <i>Jared Gwin</i> | | *Date |
| | | | 5/11/2022 |

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? **NO**
2. Describe how uses permitted in the proposed zoning district are compatible with the uses and development of surrounding properties. **Same Use, need municipal water and sewer**
3. Describe why the proposed zoning district will not adversely impact the use of surrounding properties. **Same use**
4. Describe how the proposed zoning district is consistent with the Comprehensive Plan. **Same use**
5. Describe how the proposed zoning district will not cause an excessive burden upon existing public facilities and services. **Same use**
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. **Requesting to hook up to city water and sewer**

TITLE COMMITMENT INFORMATION
 The property herein is being offered for sale as a fee simple interest in land, subject to the following conditions:
 1. The title is being conveyed as is, with all liens, claims, and encumbrances.
 2. The title is being conveyed as to the best of the grantor's knowledge, information, and belief.
 3. The title is being conveyed as to the best of the grantor's knowledge, information, and belief, but the grantor does not warrant or represent that the title is free from all liens, claims, and encumbrances.
 4. The title is being conveyed as to the best of the grantor's knowledge, information, and belief, but the grantor does not warrant or represent that the title is free from all liens, claims, and encumbrances.

SCHEDULE A DESCRIPTION

The land described in Schedule A is the land shown on the attached plat, and is the same as the land described in Schedule B. The land is situated in Perry, Houston County, Georgia, and is bounded as follows:
 North by the land of the State of Georgia, containing approximately 100 acres, more or less, and the same is more particularly described as follows:
 South by the land of the State of Georgia, containing approximately 100 acres, more or less, and the same is more particularly described as follows:
 East by the land of the State of Georgia, containing approximately 100 acres, more or less, and the same is more particularly described as follows:
 West by the land of the State of Georgia, containing approximately 100 acres, more or less, and the same is more particularly described as follows:

NOTES CORRESPONDING TO SCHEDULE B

1. All areas shown on this plat which are not shaded are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
2. All areas shown on this plat which are shaded are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
3. All areas shown on this plat which are hatched are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
4. All areas shown on this plat which are cross-hatched are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
5. All areas shown on this plat which are stippled are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
6. All areas shown on this plat which are dotted are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
7. All areas shown on this plat which are blank are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
8. All areas shown on this plat which are solid black are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
9. All areas shown on this plat which are solid white are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
10. All areas shown on this plat which are solid grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
11. All areas shown on this plat which are solid light grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
12. All areas shown on this plat which are solid dark grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
13. All areas shown on this plat which are solid medium grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
14. All areas shown on this plat which are solid very light grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
15. All areas shown on this plat which are solid very dark grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
16. All areas shown on this plat which are solid black and white are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
17. All areas shown on this plat which are solid black and grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
18. All areas shown on this plat which are solid black and white and grey are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
19. All areas shown on this plat which are solid black and white and grey and black are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.
20. All areas shown on this plat which are solid black and white and grey and black and white are to be conveyed as fee simple interest in land, subject to the conditions set forth in Schedule A.

LAND AREA

PARKING INFORMATION

FLOOD ZONE INFORMATION

BASIS OF BEARING

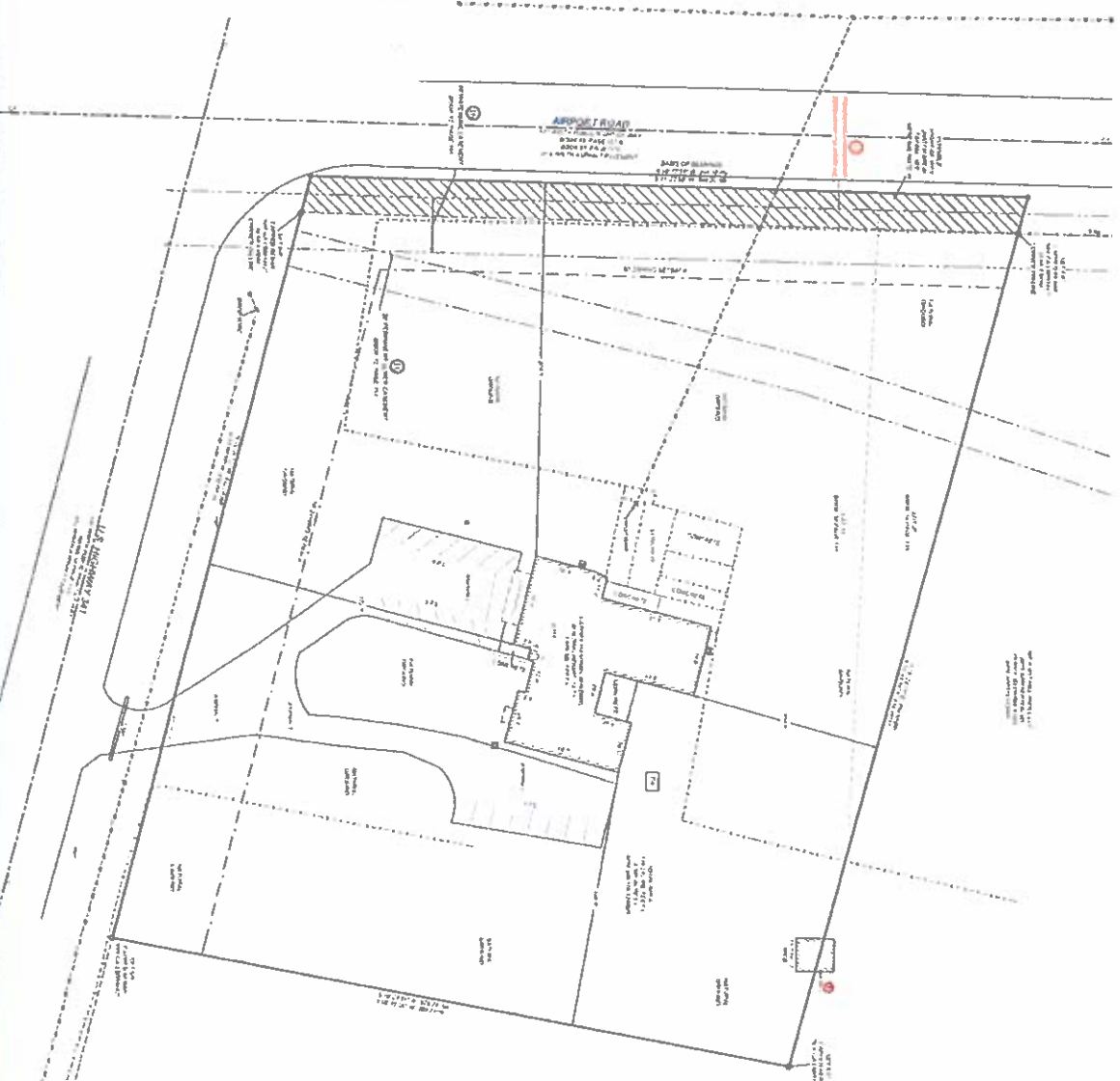
SIGNIFICANT OBSERVATIONS

ZONING INFORMATION

| Zone | Use | Setback | Height | Area |
|------|---------------------------|-----------------------------|---------|-----------|
| R-1 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-2 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-3 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-4 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-5 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-6 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-7 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-8 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-9 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-10 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-11 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-12 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-13 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-14 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-15 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-16 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-17 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-18 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-19 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |
| R-20 | Single-Family Residential | 5' Front, 5' Side, 10' Rear | 35' Max | 1.5 Acres |

ALTRANS LAND TITLE SURVEY

2022 N. US 341
 PERRY, HOUSTON COUNTY, GEORGIA 31066



GENERAL NOTES

1. This survey was prepared in accordance with the Georgia Surveying Act of 1984, as amended.
2. The survey was conducted using a Trimble SPP1000 GNSS receiver and a Trimble R1000 total station.
3. The survey was conducted on the date of 10/15/2022.
4. The survey was conducted by the following surveyors: [List of Surveyors]
5. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
6. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
7. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
8. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
9. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
10. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
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14. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
15. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
16. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
17. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
18. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
19. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.
20. The survey was conducted in accordance with the Georgia Surveying Act of 1984, as amended.

LEGEND & SYMBOLS

- 1. 1/4" = 100' (Scale)
- 2. [Symbol] - Easement
- 3. [Symbol] - Right-of-Way
- 4. [Symbol] - Boundary
- 5. [Symbol] - Survey Point
- 6. [Symbol] - Survey Station
- 7. [Symbol] - Survey Line
- 8. [Symbol] - Survey Curve
- 9. [Symbol] - Survey Angle
- 10. [Symbol] - Survey Distance
- 11. [Symbol] - Survey Bearing
- 12. [Symbol] - Survey Area
- 13. [Symbol] - Survey Volume
- 14. [Symbol] - Survey Weight
- 15. [Symbol] - Survey Length
- 16. [Symbol] - Survey Width
- 17. [Symbol] - Survey Height
- 18. [Symbol] - Survey Depth
- 19. [Symbol] - Survey Surface
- 20. [Symbol] - Survey Volume

VELOCITY MAP



SURVEYORS CERTIFICATE

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original survey as shown to me by the client, and that the same was prepared by me or under my direct supervision and control. I declare under penalty of perjury that the foregoing is true and correct. Executed on this 15th day of October, 2022, at Perry, Georgia.

BLEW & ASSOCIATES, P.A.
 Surveying
 Engineering
 Mapping
 1425 N. Peachtree Avenue, Suite 1000
 Atlanta, Georgia 30309
 Phone: 404.525.1234
 Fax: 404.525.1235
 Email: info@blew.com

[ABOVE SPACE RESERVED FOR RECORDING INFORMATION]

AFTER RECORDING, RETURN TO:

Winston & Strawn LLP
35 West Wacker Drive
Chicago, IL 60601
Attention: Luke P. Haller

STATE OF
COUNTY OF

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "Deed") is made this 18th day of April, 2022, by VET Brothers Properties, LLC, a Georgia limited liability company ("Grantor"), to 2032 N US 341, LLC, a Georgia limited liability company, whose post office address is 230 West Monroe Street, Suite 1920, Chicago, IL 60606 ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations, receipt which of is hereby acknowledged, hereby grants and conveys unto the Grantee without warranty, all of the Grantor's right, title and interest, if any, in that certain land, situated in Peach County, State of Georgia, further described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

Together with all buildings and other improvements situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, easements, licenses, benefits and rights-of-way appurtenant thereto.

This Deed is executed and delivered by the Grantor on a quitclaim basis and with no warranty of any kind or nature.

[SIGNATURE PAGE FOLLOWS]

This Deed is executed and delivered by the Grantor on a quitclaim basis and with no warranty of any kind or nature.

[SIGNATURE PAGE FOLLOWS]

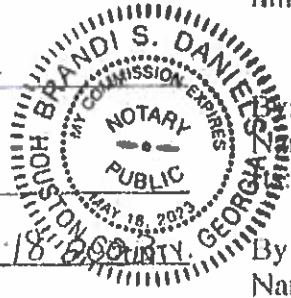
IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered
in the presence of:

VET Brothers Properties, LLC, a Georgia
limited liability company

Charley Bridges
Unofficial Witness

Brandi S. Danies
Notary Public
My Commission Expires: 5-18-2023



Felix M. Smith
Name: Felix M. Smith

[Signature]
Unofficial Witness

By: [Signature]
Name: Benjamin B. Smith
Its: _____

Sarah Birmingham
Notary Public
My Commission Expires: 03-03-2025

[NOTARIAL SEAL]



EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOTS 19 AND 20 OF THE TENTH LAND DISTRICT, HOUSTON COUNTY, GEORGIA, AND BEING 4.046 ACRES AS MORE FULLY SHOWN ON PLAT OF SURVEY FOR DR. FELIX SMITH, SR., CERTIFIED BY RICHARD L. JONES, GEORGIA REGISTERED LAND SURVEYOR NUMBER 1591 OF JONES SURVEYING COMPANY, DATED MAY 19, 1993, AND A COPY OF WHICH IS RECORDED IN PLAT BOOK 34, PAGE 115, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF HOUSTON COUNTY, GEORGIA. SAID PLAT AND THE RECORDED COPY THEREOF ARE HEREBY MADE A PART OF THIS DESCRIPTION BY REFERENCE THERETO.

Exhibit A-1

Affidavit Regarding Property, Liens and Possession

TO: First American Insurance Company (the "Title Company")

State of Illinois)
) SS.:
County of Cook)

BEFORE ME, the undersigned authority, on this day personally appeared Felix M. Smith and Benjamin B. Smith personally known to me to be the members of Vet Brothers Properties, LLC, a Georgia limited liability company (the "Company"), and who, after being duly sworn according to law, deposes and says, in such person's capacity as the authorized representative of the Company, and not in an individual capacity, as follows with respect to the property (the "Property") set forth in the Title Commitment listed on Exhibit A attached hereto (collectively, the "Commitment"):

1. The affiant is an authorized signatory of the Company, has actual knowledge of the facts stated herein, and is fully authorized and qualified to make this statement.

2. That affiant has no actual knowledge that during the period of six (6) months immediately preceding the date of this affidavit, any work has been done and any materials have been furnished on behalf of the Company in connection with the erection, equipment, repair, protection or removal of any building or any structure on the Property or in connection with the improvement of the Property in any manner whatsoever that has not been fully paid for, that there are no outstanding contracts for the furnishing of any labor or material to the land or the improvements thereto, except for any work performed by or on behalf of the tenant listed on Exhibit B.

3. To the actual knowledge of affiant, the Company is not a party to any unrecorded tenancies, leases or other occupancies on the properties except as identified in the Commitment or listed on Exhibit B. Such unrecorded leases, tenancies or other occupancies contain no options to purchase or rights of first refusal that have not expired pursuant to the terms of such documents.

4. Affiant has no actual knowledge that any other person (except for tenancies as noted above) has actual possession of the property except as set forth herein or in the Commitment.

5. To the actual knowledge of the affiant, the Company is not a party to any unrecorded easement or any contract, option or right to purchase other than in the transaction for which this affidavit is given.

6. That this affidavit is made with the intention that the Title Company will rely upon it in its issuance of title policies on the premises described in attached Exhibit A.

7. The Company agrees to pay, discharge, satisfy or remove those defects, liens, encumbrances, adverse claims or other matters (the "Title Exceptions"), if any, first appearing in the public records or attaching to the Property from the date the public records in Houston County

are updated through as of the date of this Affidavit until the recordation of the mortgage, within fifteen (15) days following receipt of written notice from the Title Company of such items; provided, however, that the liabilities and obligations of the Company hereunder shall be limited to those matters arising from the acts or omissions of the Company.

8. To the actual knowledge of the affiant, there are not material violations of any current, enforceable covenants affecting the Property and the Company has received no notice from any third party claiming that there is a present violation of any such covenant.

9. In the event that any of the representations made herein prove to be incorrect for any reason, and a claim is made by a third party with respect thereto, the Company agrees to indemnify and hold harmless the Title Company from and against all actual loss, costs, damages, reasonable attorneys' fees and expenses of every kind and nature which the Title Company may suffer, expend or incur under, or by reason or in consequence of any of the Title Exceptions, or as a result of the assertion or enforcement or attempted assertion or enforcement thereof. Notwithstanding anything to the contrary contained herein, the Company shall not incur any liabilities or obligations hereunder with respect to any Title Exceptions arising after the earlier of: (i) the date on which the Title Company has recorded all documents, completed all necessary searches and issued such Policies, or (ii) thirty (30) days after the date hereof.

Dated: April 18, 2022.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

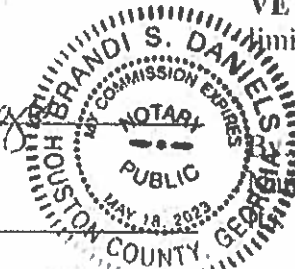
IN WITNESS WHEREOF, the Company has executed this Affidavit effective as of the date hereof.

COMPANY:

Signed, sealed and delivered
in the presence of:

VET Brothers Properties, LLC, a Georgia
limited liability company

Chelsey Bridgman
Unofficial Witness



Felix M. Smith
Name: Felix M. Smith

Brandi S. Daniels
Notary Public

My Commission Expires: 5-18-2023

By: Benjamin B. Smith
Name: Benjamin B. Smith
Its: _____

[Signature]
Unofficial Witness

Sarah Birmingham
Notary Public
My Commission Expires: 03-03-2025

[NOTARIAL SEAL]



EXHIBIT A

| <u>Property</u> | <u>Commitment No.</u> | <u>Effective Date</u> |
|--|-----------------------|-----------------------|
| 2032 N US 341, Perry, Georgia 31069 | NCS-1119416-7-CH12 | March 17, 2022 |

EXHIBIT B

Tenants

PetVet Care Centers (Georgia), LLC, a Delaware limited liability company

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING APPENDIX A, THE LAND MANAGEMENT ORDINANCE, OF THE CODE OF THE CITY OF PERRY, AMENDING SECTION 1-13, DEFINITIONS; SECTION 4-5, TEMPORARY USES AND STRUCTURES; SECTION 6-1, OFF-STREET PARKING AND LOADING; AND SECTION 6-3, LANDSCAPING, BUFFERING, AND SCREENING RELATIVE TO PARKING AND STORING UTILITY TRAILERS AND RECREATIONAL VEHICLES; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Land Management Ordinance of the Code of the City of Perry is amended as follows:

1.

By amending **Section 1-13 – Definitions**, to revise the definition of “*oversized vehicle*” to read as follows:

Oversized vehicle means any vehicle that exceeds 23 feet in length, 80 inches in width, or 85 inches in height, excluding recreational vehicles.

2.

By amending **Subsection 4-5.3 - Specific standards for certain temporary uses and structures of Section 4-5 - Temporary uses and structures**, by replacing subsection (F) to read as follows:

Sec. 4-5. - Temporary uses and structures.

4-5.3 - Specific standards for certain temporary uses and structures.

(F) *Use of motor vehicle, trailer, or shipping container for sales, service, storage, or other business.* The use of any motor vehicle, trailer, or shipping container in which, out of which, or from which any goods are sold, stored, services performed, or other business conducted shall be prohibited in all zoning districts, except as may be allowed by a temporary use permit. This subsection shall not prohibit the use of a motor vehicle, trailer, or shipping container for the following uses without benefit of a temporary use permit:

- (1) The sale of food and drink products at a city-approved-event;
- (2) Construction authorized by a building permit;
- (3) The temporary loading and unloading of goods provided that no individual trailer or container is in place longer than 48 hours;
- (4) The temporary storage of seasonal merchandise; or
- (5) The storage of baled lawn and garden products.

See section 6-1.10 for standards for parking or storing recreational vehicles, utility trailers, and food trucks.

3.

By amending **Subsection 6-1.10 - Use of required off-street parking areas of Section 6-1 - Off-street parking and loading**, to read as follows:

6-1.10 - Use of off-street parking areas.

- (A) *General.* Off-street parking areas shall be used solely for the parking of licensed motor vehicles in operating condition. Required spaces may not be used for the display of goods for sale or lease or for long-term storage of vehicles, boats, or building materials, except as expressly allowed in this section.
- (B) *Oversized vehicles in residential districts.* Oversized vehicles shall not be parked or stored in a residential district, except for ordinary delivery, loading or unloading of household goods, or during an active construction project.
- (C) *Recreational vehicles in residential districts.* In any residential district, recreational vehicles, travel trailers, campers, buses, motorized homes, boats, boat trailers, ATVs or ATV trailers may be parked or stored in a completely enclosed building. Such vehicles or trailers not parked or stored in a completely enclosed building shall be limited to one per dwelling and shall be parked or stored in the side yard or rear yard of the lot.
- (D) *Recreational vehicles in the C-3, central business district.* Parking or storing any recreational vehicle, travel trailer, camper, motorized home, boat, boat trailer, ATV or ATV trailer in the central business district is prohibited outside of a completely enclosed building.
- (E) *Utility trailers in residential districts.* In any residential district, open or enclosed utility trailers may be parked or stored in a completely enclosed building. Such utility trailers not parked or stored in a completely enclosed building shall be limited to one per dwelling and shall be parked or stored in the side yard or rear yard of the lot. Utility trailers hitched to an operable vehicle used to transport the trailer to and from a worksite typically Monday through Friday may be parked on a paved or graveled driveway, including Saturday and Sunday when such trailer may not be attached to a vehicle, provided, however, the above-limitation to one per dwelling and the requirement to be stored in the side yard or rear yard of the lot shall still apply to any trailers not stored in a completely enclosed building.
- (F) *Utility trailers and food trucks in the central business district.* In the C-3, Central Business District, open or enclosed utility trailers and food trucks may be parked or stored on a lot if located within a completely enclosed building, in a location which is not visible from any public street, or within an enclosure complying with the provisions of Section 6-3.7. Utility trailers and food trucks not parked or stored within a completely enclosed building must be associated with a tenant located on the lot used to park or store the utility trailer or food truck.
- (G) *Utility trailers and food trucks in non-residential districts.* Within districts not otherwise regulated, utility trailers and food trucks may be parked or stored on any lot occupied by a tenant with which the trailer or food truck is associated. Trailers and food trucks shall not be parked or stored in required landscaping and buffer areas and shall not reduce the minimum required parking spaces for the property.

4.

By amending **Subsection 6-3.7 - Additional screening requirements of Section 6-3 - Landscaping, buffering, and screening**, to read as follows:

6-3.7. *Additional screening requirements.* In addition to the landscaping and screening required in this section, additional screening shall be required to conceal specific areas of high visual impact or hazardous areas.

- (A) Plants and a solid fence or wall, at least the height of the item being screened, but not more than eight feet tall, shall be installed around all sides, excluding access areas. Access gates to these areas shall be solid and, to the extent practical, not oriented to a public street. Plant material must meet the minimum planting heights listed on table 6-2-1 and shall be installed around the following areas:
 - (1) Loading and service areas.
 - (2) Dumpsters/ refuse collection points/ recycling drop-off centers.
 - (3) Ground level mechanical, heating and air-conditioning equipment (except for single-family detached and two-family dwellings).
 - (4) Outdoor electrical or other above-ground utility equipment.
 - (5) Outdoor storage lots.

- (6) Storage tanks.
- (7) Ground level equipment associated with communication towers.
- (8) Utility trailers and food trucks parked or stored in the C-3 district.

BE IT FURTHER ORDAINED that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of this governing authority.

SO ENACTED this 19th day of July, 2022.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: July 5, 2022
2nd Reading: July 19, 2022



Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

June 7, 2022

CASE NUMBER: TEXT-0085-2022
APPLICANT: The City of Perry
REQUEST: Modifications to Land Management Ordinance to clarify and update requirements for parking and storing utility trailers and recreational vehicles. Sections of the Land Management Ordinance being modified are 1-13, 4-5(F), 6-1.10, and 6-3.7.

STAFF ANALYSIS: Staff was instructed by Council to clarify the use of Section 4-5(F) and establish standards for parking or storing utility trailers in the city. Our research led to modifying the definition of “oversized vehicle” and revising/clarifying standards for parking/storing recreational vehicles.

Highlights of the text amendment:

- Section 4-5(F) is clarified to address vehicles, trailers, and shipping containers being used as part of a business activity
- Definition of “oversized vehicle” revised to mean any vehicle larger than a passenger crew-cab pick-up truck
- Oversized vehicles prohibited in residential districts except in the conduct of business
- Recreational vehicles, utility trailers limited to one in residential district if not within an enclosed building
- Utility trailers used in the conduct of a person’s work may be parked in a residential driveway
- Recreation vehicle prohibited in downtown except if stored in an enclosed building
- Utility vehicles and food trucks downtown must be parked/stored out of view from a public street or screened according to additional screening standards of section 6-3.7
- In commercial districts other than C-3, utility trailers and food trucks may be parked on a lot occupied by the tenant with which the trailer/food truck is associated

STANDARDS FOR GRANTING A TEXT AMENDMENT:

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

Goals of the City’s Strategic Plan call for maintaining or improving quality of life and promoting the development of the downtown.

(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 is consistent with the format of the Land Management Ordinance.

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

Since the original version of these sections were adopted, typical passenger vehicle sizes of increased, the parking and storage of utility trailers and food trucks has become more prevalent, and clarification of regulations regarding the use of vehicles in the conduct of business has been recognized.

- (4) Whether, and the extent to which, the proposed amendment addresses a demonstrated community need.

This amendment will address certain activities that have become more prevalent in recent years and will help to maintain the character of residential districts and the downtown area.

- (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 Purpose and Intent of the LMO include:

- Promote quality housing, preserve neighborhoods, and encourage a diversity of housing options.
- Facilitate the creation of a convenient, attractive, and harmonious community
- Promote the downtown as a center of commerce, government, arts, entertainment, and residential life.

- (6) Whether, and the extent to which, the proposed amendment will result in logical and orderly development pattern.

The amendment addresses the orderly parking and storage of various vehicle types, which could alter the character of residential districts and the downtown if left unchecked.

- (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.

The amendment has no impact on the natural environment.

- (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 amendment has no impact on community facilities.

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

Sec. 1-13. Definitions.

~~Oversized vehicle means any propelled or non-propelled vehicle that exceeds two tons rated capacity, exceeds 85 inches in height, or exceeds 250 inches in length, excluding a recreational vehicle~~ any vehicle that exceeds 23 feet in length, 80 inches in width, or 85 inches in height, excluding recreational vehicles.

Sec. 4-5. - Temporary uses and structures.

(F) ~~Use of motor vehicle, trailer, or shipping container for sales, service, storage, or other business.~~ The use of any motor vehicle, trailer, or shipping container in which, out of which, or from which any goods are sold, stored, services performed, or other businesses conducted shall be prohibited in all zoning districts, except as may be allowed by a temporary use permit. This subsection shall not prohibit the use of a motor vehicle, trailer, or shipping container for the following uses without benefit of a temporary use permit:

- (1) The sale of food and drink products at a city-approved event;
- (2) Construction authorized by a building permit;
- (3) The temporary loading and unloading of goods provided that no individual trailer or container is in place longer than 48 hours;
- (4) The temporary storage of seasonal merchandise; or
- (5) The storage of baled lawn and garden products.

See section 6-1.10 for standards for parking or storing recreational vehicles, utility trailers, and food trucks.

6-1.10. Use of required off-street parking areas.

- (A) ~~General. Required~~ Off-street parking areas shall be used solely for the parking of licensed motor vehicles in operating condition. Required spaces may not be used for the display of goods for sale or lease or for long-term storage of vehicles, boats, or building materials, except as expressly allowed in this section.
- (B) ~~Commercial and Oversized vehicles in residential districts. Only one commercial vehicle shall be permitted per family within a residential district. Vehicles used for hauling explosives, gasoline or liquefied petroleum or~~ Oversized vehicles shall not be parked or stored in a residential district, except for ordinary delivery, loading or unloading of household goods, or during an active construction project.
- (C) ~~Recreational vehicles in residential zones districts. Not more than one recreational vehicle per dwelling may be parked or stored on a lot in any residential zone and shall be located to the side or rear of the building on the lot on which the vehicle is located and shall not be located closer to the street than any adjoining residential structure.~~

In any residential district recreational vehicles, travel trailers, campers, buses, motorized homes, boats, boat trailers, ATVs or ATV trailers may be parked or stored in a completely enclosed building. Such vehicles or trailers not parked or stored in a completely enclosed building shall be limited to one per dwelling and shall be parked or stored in the side yard or rear yard of the lot.

- (D) ~~Recreational vehicles in the C-3, central business district. Parking or storing any recreational vehicle, travel trailer, camper, motorized home, boat, boat trailer, ATV or ATV trailer in the central business district is prohibited outside of a completely enclosed building.~~
- (E) ~~Utility trailers in residential districts. In any residential district, open or enclosed utility trailers may be parked or stored in a completely enclosed building. Such utility trailers not parked or stored in a completely enclosed building shall be limited to one per dwelling and shall be parked or stored in the side yard or rear yard of the lot. Utility trailers hitched to an operable vehicle used to transport the trailer to and from a worksite, typically Monday through Friday, may be parked on a paved or graveled driveway, including Saturday and Sunday when such trailer may not be attached to a vehicle, provided, however, the above-limitation to one per dwelling and the requirement to be stored in the side yard or rear yard of the lot shall still apply to any trailers not stored in a completely enclosed building.~~
- (F) ~~Utility trailers and food trucks in the central business district. In the C-3, Central Business District, open or enclosed utility trailers and food trucks may be parked or stored on a lot if located within a completely enclosed building, in a location which is not visible from any public street, or within an enclosure complying with the provisions of Section 6-3.7. Utility trailers and food trucks not parked or stored within a completely enclosed building must be associated with a tenant located on the lot used to park or store the utility trailer or food truck.~~


(G) Utility trailers and food trucks in non-residential districts: Within districts not otherwise regulated, utility trailers and food trucks may be parked or stored on any lot occupied by a tenant with which the trailer or food truck is associated. Trailers and food trucks shall not be parked or stored in required landscaping and buffer areas and shall not reduce the minimum required parking spaces for the property.

6-3.7. *Additional screening requirements.* In addition to the landscaping and screening required in this section, additional screening shall be required to conceal specific areas of high visual impact or hazardous areas.

(A) Plants and a solid fence or wall, at least the height of the item being screened, but not more than eight feet tall, shall be installed around all sides, excluding access areas. Access gates to these areas shall be solid and, to the extent practical, not oriented to a public street. Plant material must meet the minimum planting heights listed on table 6-2-1 and shall be installed around the following areas:

- (1) Loading and service areas.
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- (5) Outdoor storage lots.
- (6) Storage tanks.
- (7) Ground level equipment associated with communication towers.
- (8) Utility trailers and food trucks parked or stored in the C-3 district.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on June 13, 2022, the Planning Commission recommends approval of the proposed text amendment.



Eric Z. Edwards, Chairman, Planning Commission



Date

Sec. 1-13. Definitions.

Oversized vehicle means any propelled or non-propelled vehicle that exceeds two tons rated capacity, exceeds 85 inches in height, or exceeds 250 inches in length, excluding a recreational vehicle any vehicle that exceeds 23 feet in length, 80 inches in width, or 85 inches in height, excluding recreational vehicles.

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6-1.10. Use of required off-street parking areas.

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- (F) *Utility trailers and food trucks in the central business district.* In the C-3, Central Business District, open or enclosed utility trailers and food trucks may be parked or stored on a lot if located within a completely enclosed building, in a location which is not visible from any public street, or within an enclosure complying with the provisions of Section 6-3.7. Utility trailers and food trucks not parked or stored within a completely enclosed building must be associated with a tenant located on the lot used to park or store the utility trailer or food truck.

(G) Utility trailers and food trucks in non-residential districts. Within districts not otherwise regulated, utility trailers and food trucks may be parked or stored on any lot occupied by a tenant with which the trailer or food truck is associated. Trailers and food trucks shall not be parked or stored in required landscaping and buffer areas and shall not reduce the minimum required parking spaces for the property.

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- (3) Ground level mechanical, heating and air-conditioning equipment (except for single-family detached and two-family dwellings).
- (4) Outdoor electrical or other above-ground utility equipment.
- (5) Outdoor storage lots.
- (6) Storage tanks.
- (7) Ground level equipment associated with communication towers.
- (8) Utility trailers and food trucks parked or stored in the C-3 district.



Where Georgia comes together.

Application # TEXT-0085-2022

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:

Modify the Land Management Ordinance Sections 1-13, 4-5(F), 6-1.10, and 6-3.7 to update definition of "oversized vehicle", clarify use of vehicles in the conduct of business; revise and add standards for parking recreational vehicle, utility trailers, oversized vehicles, and food trucks in residential districts and the central business district; and adding to the list of uses subject to additional screening requirements.

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 | 5/16/2022 |
|--|--|-------|-----------|

Planning Commission Minutes
June 13, 2022

1. Call to Order: Chairman Edwards called the meeting to order at 6:00pm.
2. Roll Call: Chairman Edwards, Commissioners Butler, Coody, Jefferson, Mehserle, Moody and Ross were present.

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

Guests: Rev. Walton Hayes, John Michael Cosey, Brian Braun, Mary Lou Simon, Brad von Oven, Mitch Paulk, and Dallas Margeson

3. Invocation: was given by Commissioner Mehserle.
4. Approval of Minutes from meeting on May 09, 2022. Commissioner Jefferson motioned to approve as submitted; Commissioner Moody seconded; all in favor and was unanimously approved.
5. Announcements – Chairman Edwards referred to the notices as listed.
 - Per O.C.G.A. 36-67A-3 if any opponent of a rezoning or annexation application has made campaign contributions and/or provided gifts totaling \$250 or more within the past two years to a local government official who will consider the application, the opponent must file a disclosure statement.
 - Policies and Procedures for Conducting Zoning Hearings are available at the entrance.
 - Please place cell phones on silent mode.
6. Citizens with Input – None
7. Old Business – None
8. New Business
 - A. Public Hearing (Planning Commission decision)
 - **VAR-0086-2022**. Variance to install an illuminated and electronic message sign in a residential zone at 1007 W.F. Ragin Dr. The applicant is Scott Bombard.

Ms. Wharton read the applicants' request, along with staff responses which was for a variance to install an illuminated monument-style sign, approximately 75 square feet. The property is zoned R-3, Multi-Family Residential. According to Sec. 6-9.6 (A) of the Land Management Ordinance, "parcels located in residential zoning districts shall not contain signs having a sign area greater than four (4) square feet. Signs having a height of greater than five (5) feet shall not be located in residential zoning districts. Illuminated signs shall not be located in residential zoning districts." Sec. 6-9.13 (A) identifies the permitted zoning districts for electronic message boards as allowable in the C-1, C-2, OC, IN, M-1, M-2, GU, IMU, and MUC districts only.

Chairman Edwards opened the public hearing at 6:10pm and called for anyone in favor of the request. Rev. Walton Hayes, the applicant advised the request is to update the current sign and feels it would enhance the area and add character; the current sign is in memory of a former member and needs to be updated. Rev. Hayes advised he spoke with the closest residential neighbor, and they have no objection and as staff recommended the sign will show no message,

but the time after 10pm. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:12pm.

Mr. Wood advised the condition of a displayed message after 10pm was recommended as it was in a residential district. Commissioner Moody inquired if the base would be brick; Rev. Hayes advised it would be. Commissioner Moody asked if the time display would be static after 10pm; Rev. Hayes advised it would be.

Commissioner Butler motioned to approve of the application as submitted with the following conditions: 1). the variance shall be limited to the materials and dimensions presented on the sign plan submitted by the Sign Store of Macon on May 2, 2022; 2). the electronic message board shall incorporate a photocell, or similar technology, that adjusts the brightness of the sign relative to the outdoor ambient light and 3). the electronic board shall display no messages (be turned off) between 10:00 p.m. and 6:00 a.m.

B. Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on July 5, 2022)

- **RZNE-0067-2022.** Application to rezone property from R-3, Multi-Family Residential to C-2, General Commercial District at 115 Perimeter Rd. The applicant is Chad Bryant.

Ms. Wharton read the applicants' request which was to rezone the parcel from R-3, Multi-Family Residential to C-2, General Commercial District. Both parcels are undeveloped and have never been developed and the applicant proposes to develop the properties with general commercial uses, along with staff responses.

Chairman Edwards opened the public hearing at 6:25pm and called for anyone in favor of the request. Mr. John Michael Cosey on behalf of the applicant reiterated the request and advised it would be developed as a retail center. Chairman Edwards called for anyone opposed; there being none; the public hearing was closed at 6:26pm.

Commissioner Mehserle motioned to recommend approval of the application as submitted to Mayor and Council; Commissioner Coody seconded; all in favor and was unanimously recommended for approval.

- **RZNE-0075-2022.** Application to rezone property from M-2, General Industrial District to M-1, Wholesale and Light Industrial at 311 Valley Dr and adjacent. The applicant is Brad von Oven.

Ms. Wharton read the applicants' request which was for rezoning from M-2, General Industrial District to M-1, Wholesale and Light Industrial. The properties consist of 4.82 total acres and are undeveloped and have never been developed. The applicant proposes to develop the properties as a location for an RV and boat rental and storage company. As the property is currently zoned, the proposed use is not permitted. The M-2, Industrial, zoning district is the City's most intense zoning district and is designated for more intense uses. The applicant is currently operating an RV rental business from another location outside Perry. However, the primary source of business noted by the applicant is the rental of RVs for visitors to the Georgia National Fairgrounds. The subject property on Valley Drive has been identified by the applicant as an ideal location to serve as a home base for operations and provides an opportunity for the business to scale and expand.

Chairman Edwards opened the public hearing at 6:33pm and called for anyone in favor of the request. Mr. Brad von Oven, the applicant reiterated the request and advised he will use as RV rentals keeping thirty on site and in the future possible boat storage. Most of his customers are for events at the fairgrounds and is looking to relocate his current business from Warner Robins to the city.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:35pm.

Commissioner Butler motioned to recommend approval of the application as submitted to Mayor and Council; Commissioner Mehserle seconded; all in favor and was unanimously recommended for approval

- **ANNX-0081-2022.** Annexation and designation of C-2, General Commercial District of property at 2032 Sam Nunn Blvd. The property is zoned R-AG in Houston County. The applicant is NV REIT OP, LP.

Ms. Wharton read the applicants' request which was to annex from Houston County to City of Perry. The applicant has requested to be annexed into the City of Perry with the zoning classification of C-2, General Commercial, for the current use as an animal hospital and access to City of Perry utilities.

Chairman Edwards opened the public hearing at 6:42pm and called for anyone in favor of the request. The applicant, Mr. Dallas Margeson reiterated the request and advised the current use would continue and was being done to access city utility services. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:43pm.

Commissioner Butler motioned to recommend approval of the application as submitted to Mayor and Council; Commissioner Ross seconded; all in favor and was unanimously recommended for approval

- **SUSE-0084-2022.** Application for special exception to build a church at 508 Bradley St. The applicant is Mary Lou Simon.

Mr. Wood read the applicants request which was for development of the site for use as a church. The property is located between Bradley Street and Edwards Street in the Sand Hill community, and is zoned R-2, Two-family Residential District. A provided site plan calls for construction of a new building on the southwest side of the property with parking on the northeast side. A driveway will connect to both streets fronting the property for access by fire and emergency services.

Chairman Edwards opened the public hearing at 6:48pm and called for anyone in favor of the request. The applicant, Ms. Mary Lou Simon and pastor of the proposed church advised she has been searching for a new location and feels this is the right location and will assist in the areas' revitalization. She feels traffic should not be a problem and has spoken with the surrounding neighbors and there has been no objection. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:52pm.

Commissioner Moody commended Ms. Simon on her vision to bring a church to the area within walking distance. Chairman Edwards inquired if building plans have been considered yet; Ms.

Simon advised they had not, the project is in the beginning phases, and she is working with an engineering firm for guidance.

Commissioner Coody motioned to recommend approval of the application as submitted to Mayor and Council; Commissioner Jefferson seconded; all in favor and was unanimously recommended for approval.

- **SUSE-0089-2022.** Application for special exception to for multi-family as part of a mixed-use development at 1009 and 1013 Northside Dr. The applicant is Dylan Wingate.

Mr. Wood read the applicants' request, which was for a special exception to allow for a multi-family residential development, along with staff responses. Mr. Wood advised the applicant proposes to develop a mixed-use building containing 13 residential rental units; the building will be approximately 40,000 square feet in two stories. The ground level will accommodate offices and retail (no restaurants or food/drink service). The subject properties are zoned C-3, Central Business District, and are in the Downtown Development Overlay District.

Chairman Edwards opened the public hearing at 7:00p. Mr. Mitch Paulk, on behalf of the applicant and project engineer described the building layout and design, which will be consistent with the downtown area. Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 7:05pm.

Commissioner Moody asked for clarification on the sidewalks; Mr. Wood advised the plans show on the front and it will be a good connector from Sunmark Bank to the proposed development and downtown. Ms. Wharton advised it is part of the Perry Pathways Plan. Commissioner Coody inquired if any feedback had been received from the adjacent residential property; Mr. Paulk advised he was not certain. Commissioner Moody asked if there would be a buffer on the right elevation; Mr. Paulk advised there would be a privacy fence.

Commissioner Butler motioned to recommend approval of the application as submitted with allowance of on street parking to Mayor and Council and with the following condition: 1). Subject to the property being developed substantially in compliance with the building plans prepared by M & H Design Solutions, dated May 6, 2022, and with the Concept [Site] Plan prepared by Land Engineering revised May 20, 2022; Commissioner Jefferson seconded; all in favor and was unanimously recommended for approval.

- **TEXT-0011-2022.** Text amendment to establish a Historic Preservation Commission and supporting procedures/standards. The applicant is the City of Perry.

Mr. Wood advised the amendment is to establish a Historic Preservation Commission, establish standards and procedures for designating historic properties and historic districts, and establishing standards and procedures for granting certificates of appropriateness. Sections of the Land Management Ordinance being modified are 2-1.4, 2-1.5, 2-3.4, and 2-3.8.2. The amendment will implement a goal of Council's Strategic Plan and is based on the State's model historic preservation ordinance and is consistent with the Georgia Historic Preservation Act. Mr. Wood provided highlights of the text amendment:

- Establishes a 5-member Preservation Commission to be appointed by the Mayor and ratified by Council

- Establishes rules of procedure and the duties and responsibilities of the Preservation Commission
- Sets the purpose of the ordinance
- Establishes the standards, procedures, and notice requirements for designating historic properties and historic districts
- Establishes the standards, procedures, and notice requirements for considering applications for certificates of appropriateness
- Provides for the maintenance of designated properties

Commissioner Mehserle raised concerns about an additional layer of review in the development process and another imposition on property rights and asked why this was being proposed. Mr. Wood indicated the proposal supports a specific goal in the Strategic Plan, and stated it is related to a bill in the State legislature which would restrict the City's ability to review design aspects of single-family houses unless they are in a designed historic district and further indicated there would also be opportunity for tax incentives for qualifying improvements to properties in a historic district designated under state standards. Commissioner Jefferson asked why this is being proposed if the Main Street Advisory Board currently has a role in the review, and who would determine what is historic. Mr. Wood advised the MSAB only reviews properties in the Downtown Development Overlay District (DDO) and indicated the ordinance should be clarified to prevent review by the HPC and the MSAB if a property is located in both a historic district and the DDO. The HPC should review properties in a historic district, even if they are also in the DDO. MSAB should continue reviewing properties in the DDO but not in a historic district. The proposed ordinance includes criteria for determining historic properties. Commissioner Mehserle moved to postpone action on the application until July 11, 2022; Commissioner Jefferson seconded; all in favor of tabling to the July 11, 2022, meeting.

- **TEXT-0085-2022.** Text amendment to revise standards for recreational vehicles, utility trailers, and oversized vehicles. The applicant is the City of Perry.

Mr. Wood advised the amendment is to clarify and update requirements for parking and storing utility trailers and recreational vehicles. Sections of the Land Management Ordinance being modified are 1-13, 4-5(F), 6-1.10, and 6-3.7. Mr. Wood stated staff was instructed by Council to clarify the use of Section 4-5(F) and establish standards for parking or storing utility trailers in the city and research led to modifying the definition of "oversized vehicle" and revising/clarifying standards for parking/storing recreational vehicles. Mr. Wood provided highlights of the text amendment as follows:

- Section 4-5(F) is clarified to address vehicles, trailers, and shipping containers being used as part of a business activity
- Definition of "oversized vehicle" revised to mean any vehicle larger than a passenger crew-cab pick-up truck
- Oversized vehicles prohibited in residential districts except in the conduct of business
- Recreational vehicles, utility trailers limited to one in residential district if not within an enclosed building
- Utility trailers used in the conduct of a person's work may be parked in a residential driveway
- Recreation vehicle prohibited in downtown except if stored in an enclosed building
- Utility vehicles and food trucks downtown must be parked/stored out of view from a public street or screened according to additional screening standards of section 6-3.7
- In commercial districts other than C-3, utility trailers and food trucks may be parked on a lot occupied by the tenant with which the trailer/food truck is associated

Chairman Edwards opened the public hearing at 7:38pm and called for anyone in favor or opposed to the request; there being none the public hearing was closed at 7:39pm.

Commissioner Jefferson motioned to recommend approval of the text amendment as submitted to Mayor and Council; Commissioner Mehserle seconded; all in favor and was unanimously recommended for approval.

9. Other Business

- Commission questions or comments. – None

10. Adjournment: there being no further business to come before the Commission the meeting was adjourned at 7:42pm.

Bid Submittal Summary Sheet

Bid Title/Number: 2022-26
 Thompson Road Sewer Replacement

M&CC Meeting Date: 7/19/2022

Funding Source: Perry Public Facilities Authority

Budgeted Expense? Yes

| Responsive Bidders: | Bid Amount |
|-----------------------------------|-------------------|
| Concrete Enterprises, LLC | \$ 746,770.44 |
| Coggins Construction Company, LLC | \$ 1,090,518.17 |
| John R. Walker, Inc | \$ 1,021,272.00 |


Posting Sources:

| | |
|--------------------------|---|
| City of Perry's Website: | www.perry-ga.gov |
| GA Procurement Registry | https://ssl.doas.state.ga.us/PRSapp/ |

Department Recommendation:

| | |
|----------------------------|--------------------------------------|
| Vendor: | Concrete Enterprises, LLC |
| Amount: | \$ 746,770.44 |
| Department: | Community Development |
| Department Representative: | Chad McMurrian, Engineering Svcs Mgr |

Purchasing Agent Recommendation:

| | |
|-------------------|---|
| Vendor: | Concrete Enterprises, LLC |
| Amount: | \$ 746,770.44 |
| Purchasing Agent: | Mitchell Worthington, Finance Director |
| Signature: |  |



GWES

Perry - Brunswick - Mansfield

733 Carroll Street, Perry, Georgia 31069

1510 Newcastle Street, Brunswick, Georgia 31520

3130 Hwy 11, Mansfield, Georgia 30055

June 24, 2022

Mr. Chad McMurrin
Engineering Services Manager
City of Perry
741 Main Street
Perry, GA 31069

**RE: Thompson Road Sewer Replacement
Recommendation of Contract Award
GWES Project No. 033.58.1.21**

Mr. McMurrin,

This letter shall serve as our Recommendation of Award of the contract for construction of the referenced project.

During advertisement of the project, bid solicitation included invitations to twenty-eight (28) contractors as well as inclusion on the Georgia Procurement Registry. A non-mandatory pre-bid meeting, held on May 10, 2022, was attended by one (1) contractor. There were five (5) plan holders for the project.

After the advertisement period, sealed bids were received until 10:15 a.m., Tuesday, June 7, 2022, at Perry City Hall and thereafter publicly opened, read, and recorded. Responsive bids were submitted by three (3) contractors. We have examined the submitted bids and determined that Concrete Enterprises, LLC is the low, responsive bidder. Please refer to the attached Official Bid Tabulation for the project bid specifics.

In due diligence, GWES performed an evaluation of the completeness of the bids and on the contractor's capability to perform the work. Based on the Qualifications of Bidders and positive feedback from their references, GWES finds no apparent reason to believe that Concrete Enterprises cannot complete the work satisfactorily and on schedule. We therefore recommend that this project be awarded to Concrete Enterprises for the bid amount of \$746,770.44.

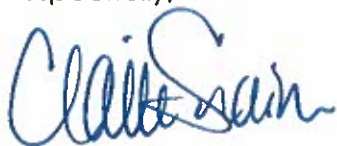
The Engineer's Opinion of Probable Cost (OPC) for this project is also attached for your reference. The bid amount of \$746,770.44 is lower than estimated in the OPC.

Due to the volatility of the materials market, we recommend the immediate release of the City's Letter of Intent to contract with Concrete Enterprises so that they can

lock down the price of their materials. This approach should avoid material cost increases while contracts are being executed between the City and Concrete Enterprises.

Upon the City's approval, we will prepare the contracts for execution. If you have any questions or require additional information, please contact us.

Respectfully,



Claire Swaim, PE
Senior Project Manager
478.951.5165
claire.swaim@gwesllc.com

Attachments: Official Bid Tab
100% OPC



BID TABULATION
 PROJECT NAME: Thompson Road Sewer Replacement for the City of Perry (Bid Number 2022-28)
 CLIENT NAME: City of Perry
 PROJECT NO. 033.BE.1.21
 DATE: Tuesday, June 7, 2022 at 10:16 a.m.

| Item No. | Description | Quantity | Unit | BIDDERS | | | | | |
|------------------------|--|----------|------|-----------------------------------|-----------------------|---------------------------|---------------------|----------------------|-----------------------|
| | | | | Coggins Construction Company, LLC | | Concrete Enterprises, LLC | | John R. Walker, Inc. | |
| | | | | Unit Price | Item Total | Unit Price | Item Total | Unit Price | Item Total |
| 1 | Mobilization/Demobilization | 1 | LS | 22,134.00 | 22,134.00 | 7,500.00 | 7,500.00 | 48,000.00 | 48,000.00 |
| b | Traffic Control | 1 | LS | 82,000.00 | 82,000.00 | 7,500.00 | 7,500.00 | 14,800.00 | 14,800.00 |
| c | Clearing and Grubbing | 0.40 | AC | 48,805.00 | 19,442.00 | 85,044.31 | 34,017.72 | 30,000.00 | 12,000.00 |
| 2 | Erosion and Sedimentation Control | | | | | | | | |
| a | Type "H" EA Fence (24" x 48") | 640 | LF | 8.86 | 5,642.40 | 7.38 | 4,729.60 | 6.00 | 3,840.00 |
| b | Type "B" EA Fence (24" x 48") - Double Row with Haybales | 880 | LF | 8.86 | 7,744.80 | 15.85 | 13,851.00 | 12.00 | 10,560.00 |
| c | Construction E-1 (C1) | 1.00 | EA | 9,106.20 | 9,106.20 | 3,253.08 | 3,253.08 | 3,200.00 | 3,200.00 |
| d | Straw Bale Checkdam (C4-H) | 11.00 | EA | 857.40 | 9,431.40 | 280.88 | 3,089.68 | 200.00 | 2,200.00 |
| e | Temporary Mulching (D1) | 0.80 | AC | 2,180.00 | 1,744.00 | 4,511.11 | 3,608.89 | 4,500.00 | 3,600.00 |
| f | Temporary Seeding (D2) | 0.80 | AC | 2,180.00 | 1,744.00 | 5,158.58 | 4,543.02 | 4,500.00 | 3,600.00 |
| g | Permanent Seeding (D3) | 0.80 | AC | 2,589.78 | 2,071.82 | 5,483.82 | 4,896.44 | 9,000.00 | 7,200.00 |
| h | Slope Stabilization (S1) | 100 | BT | 10.85 | 1,085.00 | 14.87 | 1,487.00 | 15.00 | 1,500.00 |
| 3 | Gravity Sewer Infrastructure | | | | | | | | |
| a | 12" SDR-26 PVC Gravity Sewer (Through Coating) | 40 | LF | 338.77 | 20,392.20 | 312.89 | 18,773.40 | 190.00 | 11,400.00 |
| b | 12" SDR-26 PVC Gravity Sewer (0'-8" Cut) | 210 | LF | 171.08 | 35,926.80 | 118.21 | 24,804.10 | 165.00 | 34,650.00 |
| c | 12" SDR-26 PVC Gravity Sewer (8'-8" Cut) | 150 | LF | 171.95 | 25,792.50 | 118.08 | 17,682.00 | 165.00 | 24,750.00 |
| d | 12" SDR-26 PVC Gravity Sewer (8'-10" Cut) | 190 | LF | 174.28 | 33,073.10 | 122.25 | 23,227.50 | 165.00 | 31,350.00 |
| e | 12" SDR-26 PVC Gravity Sewer (10'-12" Cut) | 130 | LF | 181.77 | 23,632.10 | 118.08 | 15,360.40 | 165.00 | 21,450.00 |
| f | 12" SDR-26 PVC Gravity Sewer (12'-14" Cut) | 120 | LF | 188.87 | 22,664.40 | 154.10 | 18,492.00 | 165.00 | 19,800.00 |
| g | 12" SDR-26 PVC Gravity Sewer (14'-16" Cut) | 95 | LF | 211.80 | 20,120.55 | 159.11 | 15,115.45 | 165.00 | 17,575.00 |
| h | 12" SDR-26 PVC Gravity Sewer (16'-18" Cut) | 215 | LF | 213.78 | 45,962.40 | 154.10 | 33,131.50 | 205.00 | 44,075.00 |
| i | 12" SDR-26 PVC Gravity Sewer (18'-20" Cut) | 630 | LF | 228.84 | 143,783.20 | 184.92 | 117,796.80 | 225.00 | 148,800.00 |
| j | 8" SDR-26 PVC Gravity Sewer (8'-10" Cut) | 10 | LF | 150.98 | 1,509.80 | 83.10 | 831.00 | 115.00 | 1,150.00 |
| k | 8" SDR-26 PVC Gravity Sewer (10'-12" Cut) | 20 | LF | 185.98 | 3,719.60 | 105.16 | 2,103.20 | 115.00 | 2,300.00 |
| l | 8" SDR-26 PVC Gravity Sewer (12'-14" Cut) | 40 | LF | 170.86 | 6,834.40 | 84.20 | 3,368.00 | 115.00 | 4,600.00 |
| m | 8" SDR-26 PVC Gravity Sewer (14'-16" Cut) | 75 | LF | 184.47 | 13,835.25 | 158.87 | 11,915.25 | 135.00 | 10,125.00 |
| n | 8" SDR-26 PVC Gravity Sewer (16'-18" Cut) | 75 | LF | 188.47 | 14,135.25 | 185.27 | 13,895.25 | 155.00 | 11,825.00 |
| o | 8" SDR-26 PVC Gravity Sewer (18'-20" Cut) | 50 | LF | 199.85 | 9,992.50 | 223.37 | 11,168.50 | 175.00 | 8,750.00 |
| p | Manhole Ring and Cover | 1 | EA | 1,033.28 | 1,033.28 | 871.10 | 871.10 | 885.00 | 885.00 |
| q | 4 Dia. Manhole Construction | 138 | VF | 480.11 | 66,055.18 | 844.33 | 116,517.54 | 851.00 | 117,438.00 |
| r | 4 Dia. Dayman Manhole Construction | 24 | VF | 501.88 | 12,044.64 | 1,034.28 | 24,822.72 | 851.00 | 20,424.00 |
| s | 12" Drop Connection at MH AS | 1 | LS | 9,750.00 | 9,750.00 | 24,200.14 | 24,200.14 | 9,800.00 | 9,800.00 |
| t | Connect 12" Sewer to Existing Manhole | 1 | EA | 3,229.14 | 3,229.14 | 3,128.74 | 3,128.74 | 6,257.48 | 6,257.48 |
| u | Connect 8" Sewer to Existing Manhole | 2 | EA | 3,229.14 | 6,458.28 | 3,128.74 | 6,257.48 | 6,257.48 | 12,514.96 |
| v | Special bedding for Gravity Sewer | 400 | LF | 88.78 | 35,512.00 | 40.28 | 16,112.00 | 7.80 | 3,120.00 |
| w | Thompson Road Sewer Crossing | 1 | LS | 60,288.28 | 60,288.28 | 17,484.85 | 17,484.85 | 32,400.00 | 32,400.00 |
| x | Bypass Pumping | 1 | LS | 174,830.00 | 174,830.00 | 19,878.18 | 19,878.18 | 323,988.00 | 323,988.00 |
| 4 | Demolition | | | | | | | | |
| a | Remove and Dispose of 8" Gravity Sewer | 251 | LF | 75.82 | 19,050.82 | 51.91 | 13,029.41 | 35.00 | 8,785.00 |
| b | Abandon 4" Diameter Manhole | 6 | EA | 9,282.24 | 55,693.44 | 6,325.29 | 37,951.74 | 3,000.00 | 18,000.00 |
| c | Plug Existing 12" Sewer Main | 2 | EA | 3,229.14 | 6,458.28 | 3,203.44 | 6,406.88 | 6,900.00 | 13,800.00 |
| d | Plug Existing 8" Sewer Main | 3 | EA | 3,229.14 | 9,687.42 | 3,135.35 | 9,406.05 | 6,800.00 | 20,700.00 |
| e | Allowances | | | | | | | | |
| f | Owner's Allowance | N/A | N/A | | \$15,000.00 | | \$15,000.00 | | \$15,000.00 |
| TOTAL BASED BID | | | | | \$1,090,518.17 | | \$746,770.44 | | \$1,021,272.00 |

Clair Sam

Clair Sam PE
 GWES, LLC





OPINION OF PROBABLE COST

Project: Thompson Road Sewer Replacement
Client: City of Perry
Project No.: 033.57.1.21
Location: Perry, Ga

Preparer: Claire Swaim, P.E.
Date: 5/23/2022
Design Level: 100%

| Item No. | Description | Quantity | Unit | Price | Total |
|--|--|-------------------------------------|--------------|--------------|---------------|
| 1 | Mobilization/Demobilization | | | | |
| | Mobilization/Demobilization | 1 | LS | \$ 50,000.00 | \$ 50,000.00 |
| | Traffic Control | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| | Clearing and Grubbing | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 2 | Erosion and Sedimentation Control | | | | |
| | Type NS Silt Fence (Sd1-NS) | 640 | LF | \$ 6.00 | \$ 3,840.00 |
| | Type S Silt Fence | 860 | LF | \$ 8.00 | \$ 6,880.00 |
| | Construction Exit (Co) | 1.00 | EA | \$ 3,000.00 | \$ 3,000.00 |
| | Straw Bale Checkdam (Cd-Hb) | 11.00 | EA | \$ 200.00 | \$ 2,200.00 |
| | Temporary Mulching (Ds1) | 0.90 | AC | \$ 750.00 | \$ 675.00 |
| | Temporary Seeding (Ds2) | 0.90 | AC | \$ 1,500.00 | \$ 1,350.00 |
| | Permanent Seeding (Ds3) | 0.90 | AC | \$ 3,000.00 | \$ 2,700.00 |
| | Slope Stabilization (Ss) | 100 | SY | \$ 4.00 | \$ 400.00 |
| | 3 | Gravity Sewer Infrastructure | | | |
| 12" SDR-26 PVC Gravity Sewer (Installed in Casing) | | 60 | LF | \$ 130.00 | \$ 7,800.00 |
| 12" SDR-26 PVC Gravity Sewer (0-6' Cut) | | 210 | LF | \$ 100.00 | \$ 21,000.00 |
| 12" SDR-26 PVC Gravity Sewer (6'-8' Cut) | | 150 | LF | \$ 110.00 | \$ 16,500.00 |
| 12" SDR-26 PVC Gravity Sewer (8'-10' Cut) | | 190 | LF | \$ 120.00 | \$ 22,800.00 |
| 12" SDR-26 PVC Gravity Sewer (10'-12' Cut) | | 130 | LF | \$ 130.00 | \$ 16,900.00 |
| 12" SDR-26 PVC Gravity Sewer (12'-14' Cut) | | 120 | LF | \$ 150.00 | \$ 18,000.00 |
| 12" SDR-26 PVC Gravity Sewer (14'-16' Cut) | | 95 | LF | \$ 175.00 | \$ 16,625.00 |
| 12" SDR-26 PVC Gravity Sewer (16'-18' Cut) | | 215 | LF | \$ 200.00 | \$ 43,000.00 |
| 12" SDR-26 PVC Gravity Sewer (18'-20' Cut) | | 630 | LF | \$ 225.00 | \$ 141,750.00 |
| 8" SDR-26 PVC Gravity Sewer (8'-10' Cut) | | 10 | LF | \$ 80.00 | \$ 800.00 |
| 8" SDR-26 PVC Gravity Sewer (10'-12' Cut) | | 20 | LF | \$ 90.00 | \$ 1,800.00 |
| 8" SDR-26 PVC Gravity Sewer (12'-14' Cut) | | 40 | LF | \$ 100.00 | \$ 4,000.00 |
| 8" SDR-26 PVC Gravity Sewer (14'-16' Cut) | | 75 | LF | \$ 125.00 | \$ 9,375.00 |
| 8" SDR-26 PVC Gravity Sewer (16'-18' Cut) | | 75 | LF | \$ 150.00 | \$ 11,250.00 |
| 8" SDR-26 PVC Gravity Sewer (18'-20' Cut) | | 50 | LF | \$ 175.00 | \$ 8,750.00 |
| Manhole Ring and Cover | | 11 | EA | \$ 750.00 | \$ 8,250.00 |
| 4' Dia. Manhole Construction | | 138 | VF | \$ 750.00 | \$ 103,500.00 |
| 4' Dia. Doghouse Manhole Construction | | 24 | VF | \$ 950.00 | \$ 22,800.00 |
| 12" Drop Connection at MH A8 | | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| Connect 12" Sewer to Existing Manhole | | 1 | EA | \$ 3,500.00 | \$ 3,500.00 |
| Connect 8" Sewer to Existing Manhole | | 2 | EA | \$ 3,000.00 | \$ 6,000.00 |
| Special Bedding for Gravity Sewer | 600 | LF | \$ 50.00 | \$ 30,000.00 | |
| Thompson Road Sewer Crossing | 1 | LS | \$ 20,000.00 | \$ 20,000.00 | |
| Bypass Pumping | 1 | LS | \$ 15,000.00 | \$ 15,000.00 | |
| 4 | Demolition | | | | |
| | Remove and Dispose of 8" Gravity Sewer | 251 | LF | \$ 10 | \$ 2,510.00 |
| | Abandon 4' Diameter Manhole | 6 | EA | \$ 500 | \$ 3,000.00 |
| | Plug Existing 12" Sewer Main | 2 | EA | \$ 2,500 | \$ 5,000.00 |
| | Plug Existing 8" Sewer Main | 3 | EA | \$ 2,500 | \$ 7,500.00 |
| 5 | Allowances | | | | |
| | Owner's Allowance | N/A | N/A | | \$ 15,000 |

Construction Sub-Total \$ **680,000**
Contingency (20%) \$ **136,000**
Total Construction Estimate \$ **816,000**



Where Georgia comes together.

OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: Mayor/Council
FROM: Lee Gilmour, City Manager ^{LG}
DATE: July 7, 2022
REFERENCE: Amending fee schedule

The attached resolution amends the container and commercial recycling charges to reflect how the city is invoiced by its contractor.

cc: Ms. A. Fitzner

**A RESOLUTION TO AMEND
THE CITY OF PERRY
FEE SCHEDULE**

WHEREAS, there is a need to adjust the container solid waste collection charges due to contractor billing charges;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PERRY HEREBY RESOLVES that the City of Perry Fee Schedule is amended as follows:

Section 1, B. Charge for Services, 4. Sanitation, C. Container Services is amended to read:

C. Container Services

| 1. Weekly pick-up size | Pulls | Charge |
|------------------------|--------------|---------------------|
| a. 2 cubic yard | 1 | \$ 39.00 |
| | 2 | 78.00 |
| | 3 | 117.00 |
| | 4 | 156.00 |
| | 5 | 195.00 |
| | 6 | 234.00 |
| b. 4 cubic yard | 1 | \$ 78.00 |
| | 2 | 156.00 |
| | 3 | 234.00 |
| | 4 | 312.00 |
| | 5 | 390.00 |
| | 6 | 468.00 |
| c. 6 cubic yard | 1 | \$ 117.00 |
| | 2 | 234.00 |
| | 3 | 351.00 |
| | 4 | 468.00 |
| | 5 | 535.00 |
| | 6 | 701.00 |
| d. 8 cubic yard | 1 | \$ 156.00 |
| | 2 | 312.00 |
| | 3 | 468.00 |
| | 4 | 624.00 |
| | 5 | 779.00 |
| | 6 | 935.00 |
| e. Extra pick-up | | |
| 2 cubic yard | \$ 9.00/pull | plus disposal costs |
| 4 cubic yard | 18.00/pull | plus disposal costs |
| 6 cubic yard | 27.00/pull | plus disposal costs |
| 8 cubic yard | 36.00/pull | plus disposal costs |

Delete 5. Recycling toter

| | | |
|-------------------------|----|---------------|
| 5. Commercial recycling | | |
| 35 gallon cart | \$ | 8.25/billing |
| 65 gallon cart | | 15.50/billing |
| 8 cubic yard | | 80.00/billing |

SO RESOLVED THIS _____ DAY OF JULY 2022.

CITY OF PERRY

By: _____
RANDALL WALKER, MAYOR

City Seal

Attest: _____
ANNIE WARREN, CITY CLERK



GWES

Perry - Brunswick - Mansfield

733 Carroll Street, Perry, Georgia 31069
1510 Newcastle Street, Brunswick, Georgia 31520
3130 Hwy 11, Mansfield, Georgia 30055

July 5, 2022

Mr. Ansley Fitzner
Public Works Superintendent
City of Perry
500 Ball Street
Perry, GA 31069

**RE: Municipal Solid Waste Compactor Project
Recommendation of Contract Award
GWES Project No. 033.49.6.21**

Dear Ms. Fitzner,

This letter shall serve as our Recommendation of Award to the City of Perry (City) for the referenced project.

During advertisement of the project, GWES solicited proposals from thirty (30) contractors, and the City posted the solicitation on the Georgia Procurement Registry. A non-mandatory pre-proposal meeting, held on February 10, 2022, was attended by no contractors.

To ensure at least one (1) bid would be received, GWES recommended to the City to extend the bid date by thirty (30) days from the original bid date. One (1) sealed bid was received at 10 a.m., Thursday, March 31, 2022, at Perry City Hall. Coggins Construction, Inc. (Coggins) was the sole responsive bidder with a bid price of \$219,626.97.

During the course of the bid process, the City requested to evaluate changes to the contract scope, specifically to add a concrete loading area and additional gravel space and to relocate the proposed position of the solid waste compactor. The City requested an approximately 4,000 square foot concrete area, which may be utilized in a future phase for a storage barn. As defined in the contract documents, the City has a right to waive all informalities. Hence, GWES negotiated the additional scope items with Coggins. The negotiated bid price for the scope change is \$402,893.44.

Based on their qualifications and positive feedback from their references, GWES finds no apparent reason to believe that Coggins cannot complete the work satisfactorily and on schedule. We therefore recommend that this project be awarded to Coggins in the amount of \$402,893.44.

Upon the City's approval, we will coordinate with Coggins and the City's attorney for contract execution. If you have any questions or require additional information, please contact us.

Respectfully,

GWES



Burke B Murph III, PE, MBA
Managing Principal
478.235.0307
burke.murph@gwesllc.com

Attachments: Original Bid
Negotiate Bid
Scope of Work Changes

**SECTION 00400
BID FORM**

TO: City of Perry

FROM: Coggins Construction Company, LLC

For: Municipal Solid Waste Compactor Transfer Station

DATED: Thursday, March 31, 2022 @ 2:00 p.m.

Article 1 – Bidder’s Acknowledgements

- 1.01 The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents, the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.
- 1.02 The Bidder proposes and agrees, if this Bid is accepted, to contract with the City of Perry in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the City of Perry with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.
- 1.03 The undersigned further agrees that in case of failure on his part to execute the said contract and the Bonds within fifteen (15) consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid in to the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Article 2 – Bidder’s Representations

- 2.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|---------------------------|
| <u>1</u> | <u>2/24/22</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

- B. Bidder has visited and become familiar with the Site and is satisfied with the Site conditions that may affect cost, progress and performance of the Work.

- C. Bidder is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site that have been identified in Part 6 of the Supplemental Conditions and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Part 6 of the Supplemental Conditions.
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations and documents on (1) the cost, progress and performance of the Work; (2) the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 2.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given written notification to Engineer of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and Bidder finds Engineers written resolution thereof acceptable.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its Authority to do business in the State of Georgia prior to the date of execution of the Agreement.

Article 3 – Bidder's Certification

3.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of Owner, with the purpose to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 4 – Basis of Bid

4.01 The Contractor shall review Section 012000 Price and Payment Procedures for methods and limits for payments to the Contractor for the following pay items.

| Item No. | Description | Quantity | Unit | Total Price |
|-----------------------|--|----------|------|---------------------|
| 1. | Mobilization and Demobilization | 1 | LS | \$16,176.00 |
| 2. | Erosion and Sedimentation Control Complete | 1 | LS | \$28,612.25 |
| 3. | Civil Sitework Complete | 1 | LS | \$74,838.72 |
| 4. | Electrical Work Complete | 1 | LS | \$70,000.00 |
| 5. | Owner's Allowance | N/A | N/A | \$10,000.00 |
| 6. | Power Supply Allowance | N/A | N/A | \$20,000.00 |
| Total Base Bid | | | | \$219,626.97 |

Total Base Bid (Total Items 1-6 in the amount of)

\$ 219,626.97

Dollars & Cents

Two Hundred Nineteen Thousand Six Hundred Twenty Six and 97/100-----

Price in Words

Article 5 – Time of Completion

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **sixty (60) consecutive calendar days** after the start day identified in the Notice to Proceed.

Bidder accepts the provision of the Agreement in regards to liquidated damages in the event the Bidder fails to complete the Work within the times specified in the Agreement.

Article 6 – Attachments to this Bid

6.01 Bidder shall submit the following documents with the Bid:

- A. Required Bid security in the form of ten (10) percent of the Total Base Bid;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the State of Georgia;
- F. Contractor License No. of Contractor performing the work or evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Statement of Bidder's Qualifications with supporting data (Section 00420);
- H. Corporate Certificate (Section 00422)
- I. Non-collusion Affidavit of Prime Bidder (Section 00480);
- J. Contractor's License Certification (Section 00425);
- K. Contractor Affidavit and Agreement (Section 00483);
- L. Subcontractor Affidavit of Employment Eligibility (Section 00484); and
- M. Pre-Award Oath (Section 00550)

Article 7 – Define Terms

7.01 The terms used in this Bid with the initial letter capitalized shall be defined as stated in the Instructions to Bidders, General Conditions and Supplementary Conditions.

Article 8 – Bid Communication

8.01 All communications regarding this bid shall be addressed to:

Mr. Burke Murph, P.E.
GWES, LLC.
733 Carroll Street
Perry, Ga 31069
Phone: (478) 235-0307
burke.murph@gwesllc.com

Article 9 – Bid Submittal

9.01 This bid is submitted by:

Bidder: Coggins Construction Company, LLC

By: 

Name: Ben Coggins

Title: President

Attest: William Jones



Bidder's Business Address: 1415 Hwy 19 South

Thomaston, GA 30286

Phone No. 706-938-0493 Fax No. 706-938-1038

E-mail bill@cogginsconstruction.com

Submitted on March 31 2022

Contractor License No. of Contractor performing work: UC 301625

END OF SECTION 00400



1415 Hwy 19 South
 Thomaston, GA 30286

PROPOSAL

| | |
|------------|-------------------------------|
| PROPOSAL # | Solid Waster Transfee Station |
| Plans: | Yes |
| Date: | 6.20.22 |

GA-UC #301625 AL-UC #S-44943

Name/Address:
 GWES, LLC
 733 Carroll Street
 Perry, GA 31069
 Attn: Burke Murph

Ben Coggins (770)550-4465
ben@cogginsconstruction.com
 Casey Coggins (770)550-1102
casey@cogginsconstruction.com
 Bill Jones (678)205-7010
bill@cogginsconstruction.com
 Jackson Reddick (706) 466-6453
jackson@cogginsconstruction.com

| | |
|-----------------|------------------------------|
| Engineer/Owner: | |
| Job Name: | Soild Waste Transfer Station |

| Quantity | | Unit Total |
|----------|-----------------------------|------------|
| 1 LS | Clearing | |
| 1 LS | Clear & Grub | |
| 74004 SF | Fine Grading | |
| 1 Roll | Non Woven Matting | |
| 327 TN | 6" GAB | |
| 1 LS | 12" Concrete Pad | |
| 1 LS | Pole Barn Slab w/4 Footings | |
| 1 LS | Ersoion Control | |
| 1 LS | Electrical | |
| 1 LS | Survey & Layout | |
| 1 LS | Mobilization | |
| 1 LS | Bond | |
| | | |
| | | |

****Due to Unstable Precast Concrete Structure & Pipe Market, Pricing is Only Good For 5 Days and is Subject to Delays in Material Availability****
****Due to Unstable Steel Market, Casing Prices Are Only Good 15 Days****
****Force Majeure**
 We do not accept liability or pay compensation for any loss, damage or expsene where the performance of our service is prevented or affected by reason of force majeure. This means any event which we could not, even with all due care, foresee or avoid such as war of threat, riots, civil strife, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transports, governmental action and all other similar events which causes material prices to increase above and beyond our control.

UNLESS OTHERWISE NOTED IN BID:

- ***Stream Monitoring*** to be provided by Others
- *** Surveying and Layout*** to be provided by Others
- ***Electrical Power Service*** to be provided by Others
- *** Compaction Testing*** to be provided by Others
- ***Permits and Tipping Fees*** to be provided by Others
- ***Erosion Control,Silt Fence,Mulching and Grassing*** To be provided by Others
- *** Utilities Stubbed*** to be provided by Others
- ***Unsuitable Materials will require additional compensation***
- *** Any Rock deemed irremovable with equipment provided will require additional compensation***
- *** Asphalt Paving - Cannot guarantee drainage with grades less than 1% slope***

Total: \$ 402,893.44

 Authorized Signature

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without knowledge of Owner, with the purpose to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 4 – Basis of Bid

4.01 The Contractor shall review Section 012000 Price and Payment Procedures for methods and limits for payments to the Contractor for the following pay items.

| Item No. | Description | Quantity | Unit | Total Price |
|-----------------------|--|----------|------|---------------------|
| 1 | Mobilization and Demobilization | 1 | LS | \$16,176.00 |
| 2 | Erosion and Sedimentation Control Complete | 1 | LS | \$28,612.25 |
| 3 | Civil Sitework Complete | 1 | LS | \$194,182.69 |
| 4 | Electrical Work Complete | 1 | LS | \$133,922.50 |
| 5 | Owner's Allowance | N/A | N/A | \$10,000.00 |
| 6 | Power Supply Allowance | N/A | N/A | \$20,000.00 |
| Total Base Bid | | | | \$402,893.44 |

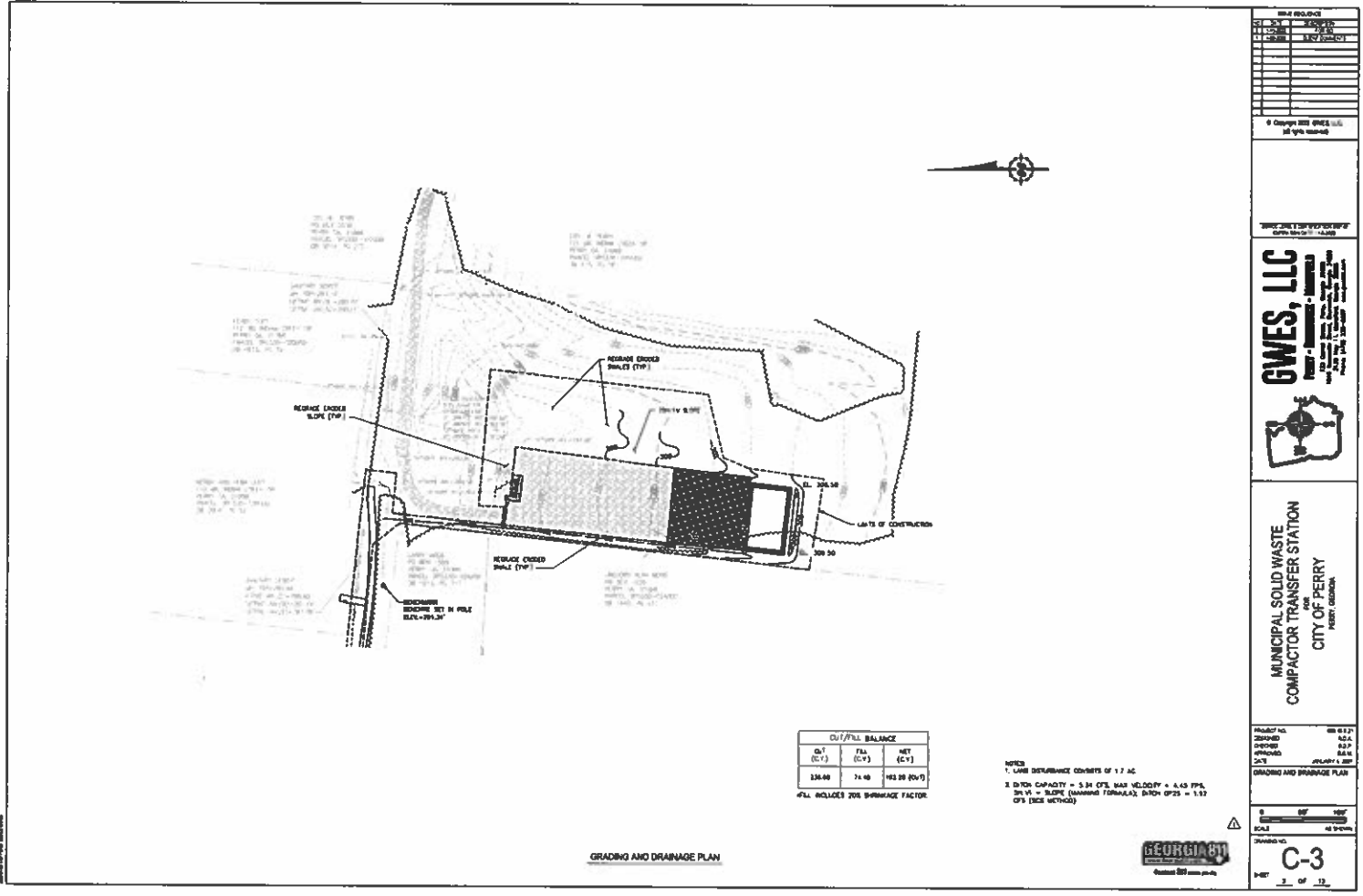
Total Base Bid (Total Items 1-6 in the amount of)

\$ 402,893.44

Dollars & Cents

Four Hundred Two Thousand Eight Hundred Ninety-Three and 44/100-----

Price in Words



| CUT/FILL BALANCE | | |
|------------------|-----------|--------------|
| CUT (CY) | FILL (CY) | NET (CY) |
| 134.00 | 74.90 | 59.10 (2V-1) |

* FILL INCLUDES 20% SHRINKAGE FACTOR

- NOTES
- 1. LANE DISTURBANCE CORREDS OF 1.7 AC
 - 2. DITCH CAPACITY = 5.34 CFS, MAX VELOCITY = 4.45 FPS, 2% SLOPE (ASSUMED FORMULA); DITCH CPD = 1.17 CFS (SCE METHOD)

GRADING AND DRAINAGE PLAN



| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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GWES, LLC
 PROJECT - DESIGN - CONSTRUCTION
 1111 W. BERRY STREET, SUITE 100
 FORT WORTH, TEXAS 76102
 PHONE: 817.335.1234
 FAX: 817.335.1235
 WWW.GWES.COM

MUNICIPAL SOLID WASTE
 COMPACTOR TRANSFER STATION
 FOR
 CITY OF PERRY
 PERRY, GEORGIA

| | |
|-------------|----------|
| PROJECT NO. | MSW-17 |
| DRAWING NO. | C-3 |
| DATE | 06/20/17 |
| SCALE | AS SHOWN |

GRADING AND DRAINAGE PLAN

0 10' 20'

SCALE 1" = 40'

C-3

2 of 12

| | |
|-------|--|
| NO. 1 | CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH ADELY FORDS (478) 244-5818 TO ENSURE MOBILE WASTE OPERATIONS ARE NOT DISRUPTED. |
| NO. 2 | CONTRACTOR SHALL COORDINATE DELIVERY AND SET-UP OF ALLEYS, CONTAINER COMPACTOR WITH ADELY FORDS (478) 244-5818 AND ADVANCED DISPOSAL (478) 947-1377. |

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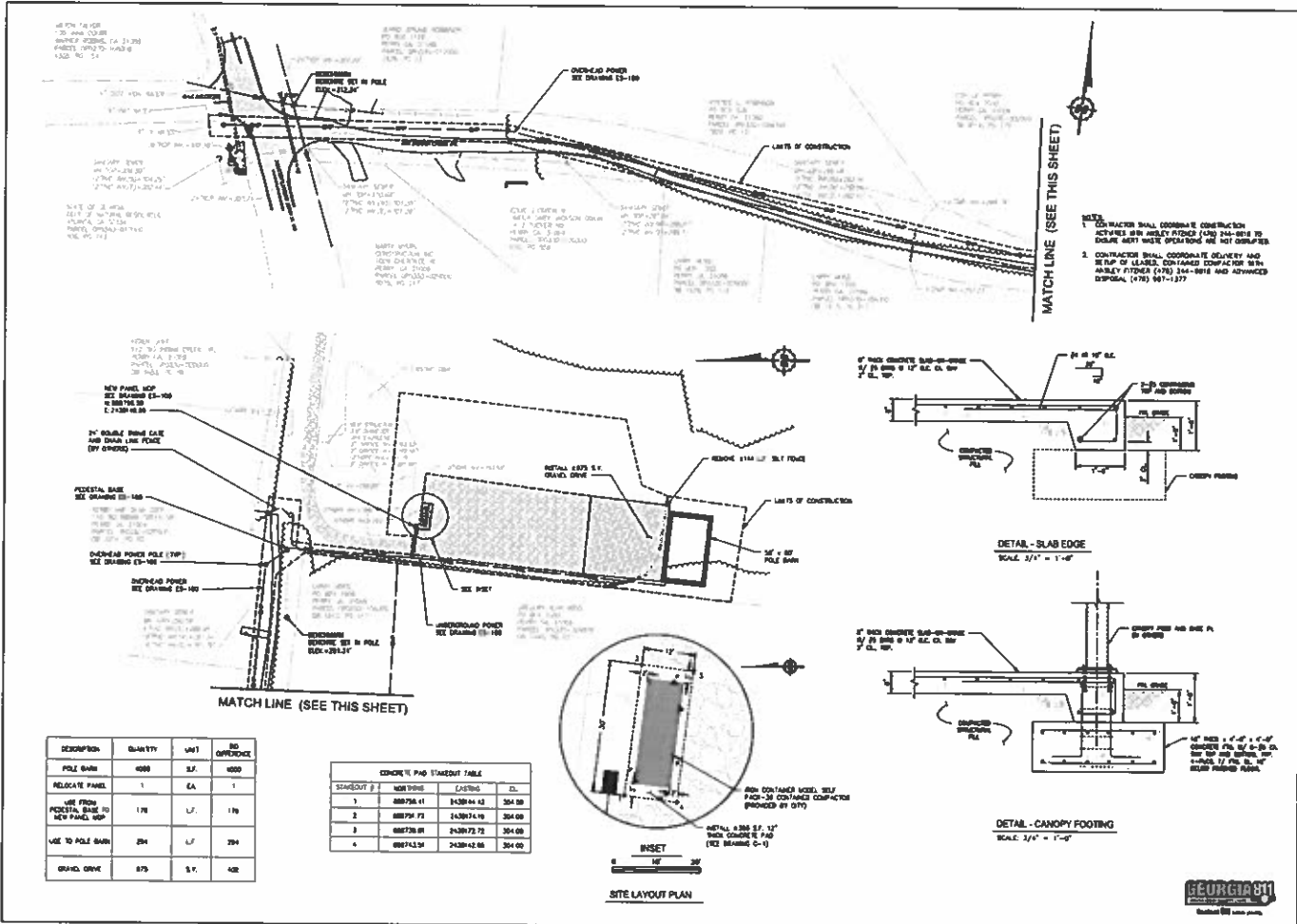
THIS DOCUMENT IS THE PROPERTY OF GWES, LLC

GWES, LLC
 PROJECT - MUNICIPAL SOLID WASTE COMPACTOR TRANSFER STATION
 1000 W. PERRY STREET
 PERRY, GEORGIA 31069
 (706) 937-1377
 www.gwes.com

MUNICIPAL SOLID WASTE
 COMPACTOR TRANSFER STATION
 ON
 W. PERRY STREET
 CITY OF PERRY
 GEORGIA

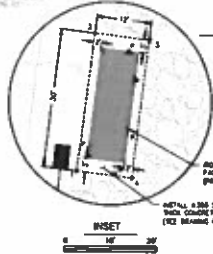
PROJECT NO. 2022-01
 DRAWING NO. C-2
 DATE: 08/15/2022

SITE LAYOUT PLAN
 SCALE: 1" = 10'-0"
 SHEET NO. C-2
 OF 11



| DESCRIPTION | QUANTITY | UNIT | NO. OVERSIZES |
|--|----------|------|---------------|
| POLE BARS | 4000 | S.F. | 4000 |
| RELOCATE PANEL | 1 | EA. | 1 |
| USE FROM FOOTING BASE TO NEW PANEL WOP | 178 | L.F. | 178 |
| USE TO POLE BARS | 294 | L.F. | 294 |
| GROUND DRIVE | 875 | S.F. | 402 |

| CONCRETE PAD TAKEOUT TABLE | | | |
|----------------------------|-------------|--------------|--------|
| TAKEOUT # | COORDINATES | CUSTOMER CO. | QTY. |
| 1 | 000706 41 | 242804 43 | 324.00 |
| 2 | 000706 72 | 242804 19 | 324.00 |
| 3 | 000728 08 | 242804 72 | 324.00 |
| 4 | 000743 34 | 242804 06 | 324.00 |



SITE LAYOUT PLAN

Transfer Station

Phase 2 Improvements

- Solicited 30 contractors
- Extended bid due date 30 days
- Received 1 responsive bid

City requested contractor to revise quote and scope to include a concrete loading area, expand the gravel roll-off area, and relocate the compactor location



Transfer Station

Phase 2 Improvements

Original bid

Coggins Construction, Inc.: \$219,626.97

Bid received March 31, 2022

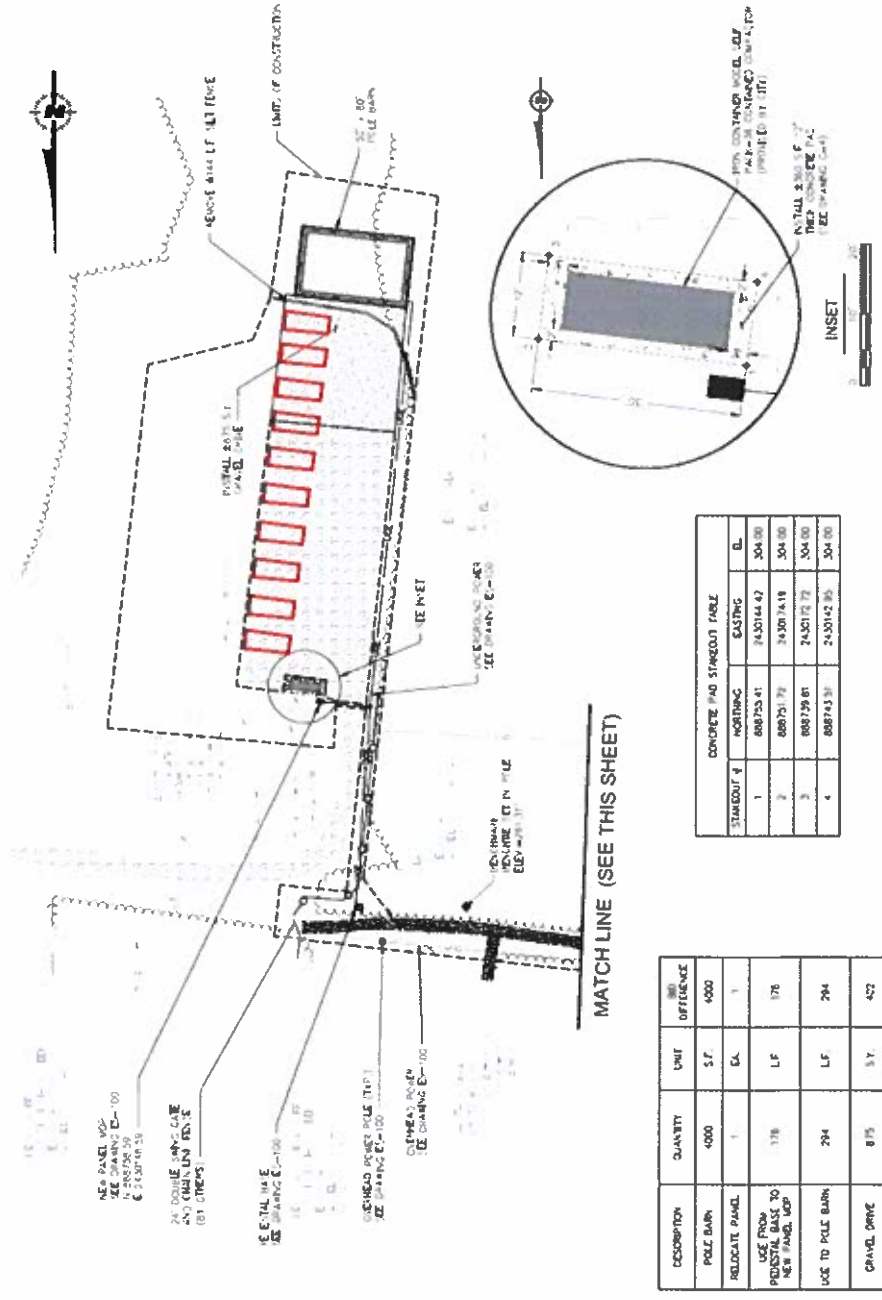
City contacted Coggins Construction with requested revisions, shown below.

Revised quote:

\$402,893.44

Revisions requested:

- Expand gravel area to accommodate more roll-offs
- Concrete pad to allow direct dumping from knuckle boom
- Relocate compactor to front of gravel area



| DESCRIPTION | QUANTITY | UNIT | DIFFERENCE |
|-----------------------------------|----------|------|------------|
| PALE BARN | 4000 | S.F. | 4000 |
| RELOCATE PAD | 1 | EA. | 1 |
| USE FROM EXISTING BASE TO NEW PAD | 176 | LF | 176 |
| USE TO PALE BARN | 294 | LF | 294 |
| GRAVEL DRIVE | 875 | S.Y. | 427 |

| STAKEOUT # | HORIZING | CASTING | BL. |
|------------|-----------|-------------|--------|
| 1 | 688753.41 | 24,30174.42 | 304.00 |
| 2 | 688751.73 | 24,30174.18 | 304.00 |
| 3 | 688759.81 | 24,30172.72 | 304.00 |
| 4 | 688743.31 | 24,30142.95 | 304.00 |



201 Sheraton Blvd, Suite B
Macon, GA 31210
Phone Mobile 470-991-9130

July 5, 2022

City of Perry
Perry New City Hall
800 Carroll St Perry, Georgia 31069
Attention: Ansley Fitzner

Quotation: DH11463681P
RFP#:
License/Cert

Reference: Perry New City Hall

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.





Scope of Work

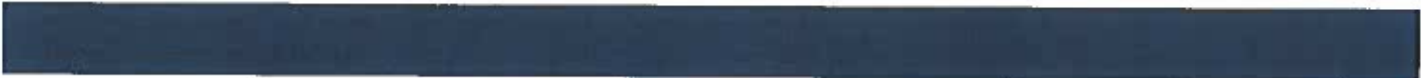
All costs for Material and labor are in Accordance with The State of Georgia Contract Guidelines.

Convergint will provide and install the following:











- Project Management
- Programming, as defined herein.
- Startup and Testing
- 1yr warranty on equipment and labor

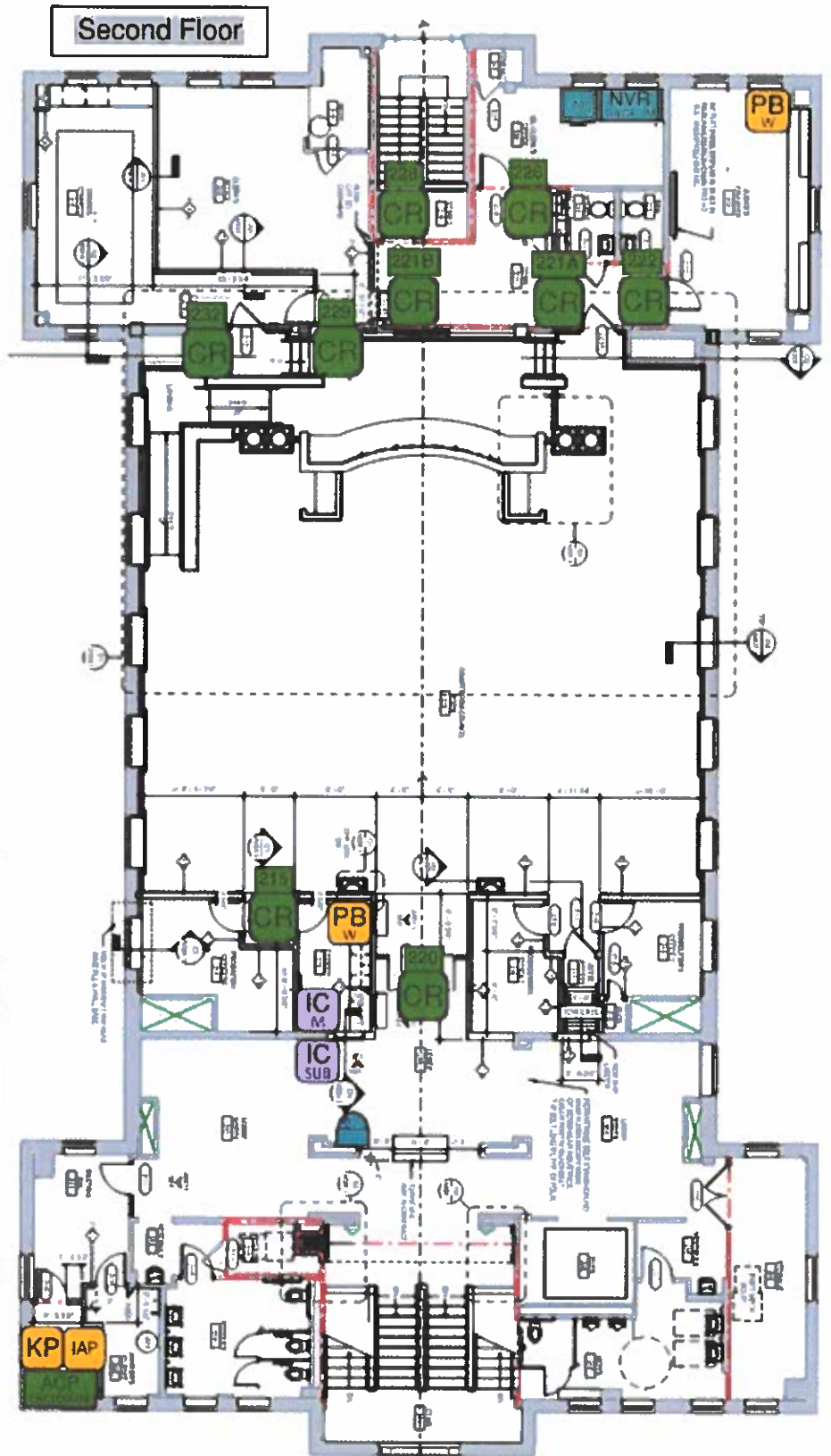
- Convergint will provide electronic locking hardware for basement Loading Dock Door
All other electronic locking hardware will be provided by others.
- All Door Coring & Prep to be provided by others

See detailed layout and equipment list below.



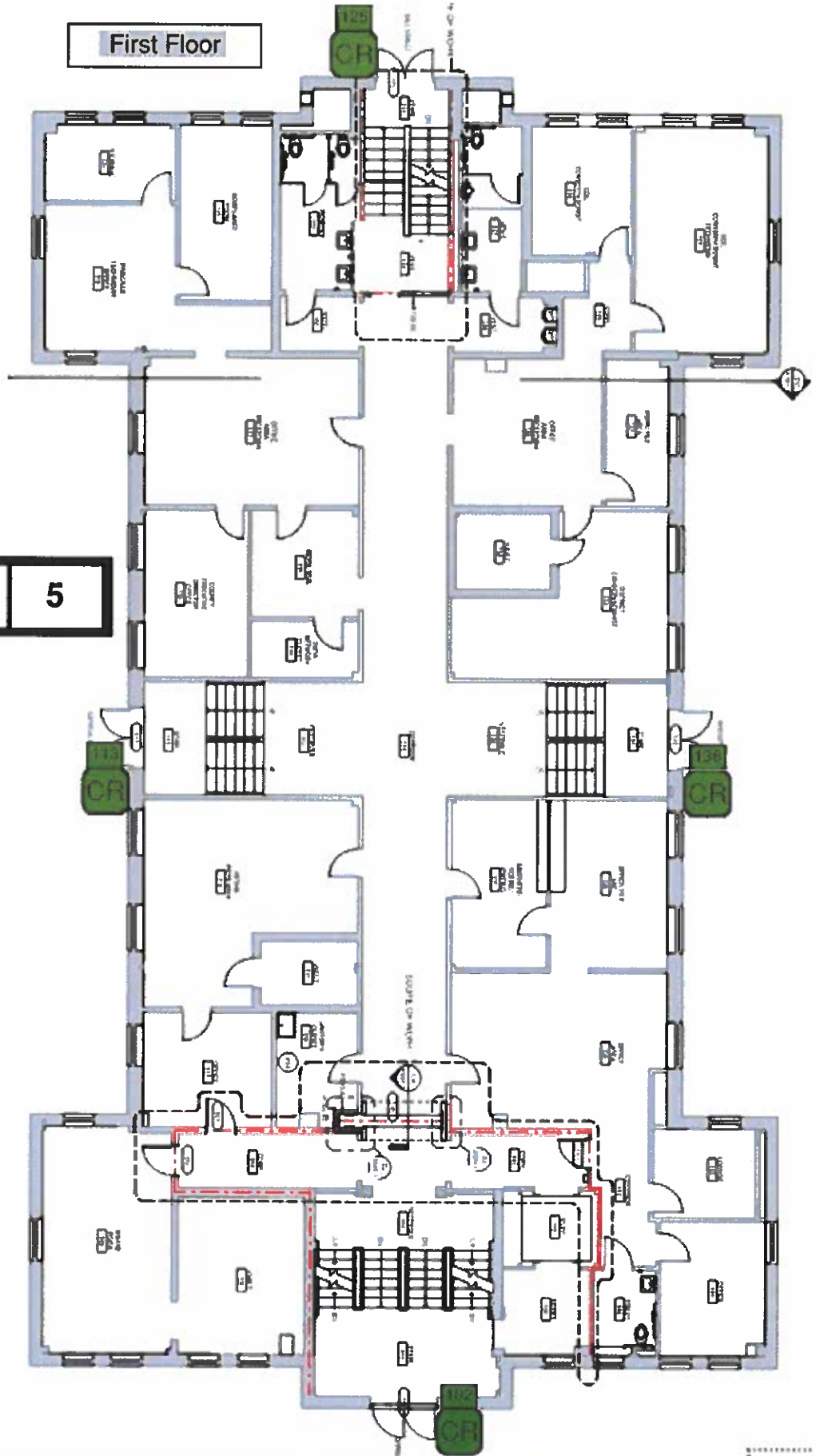
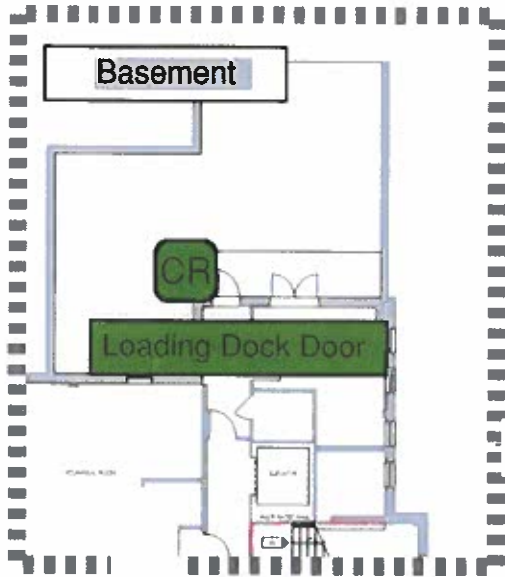
| | |
|------|-------------------|
| 215 | Cashier |
| 220 | Courtroom Council |
| 221A | Corr. |
| 221B | Clerk's Office |
| 222 | Judge's Chamber |
| 226 | Sr Clerks Office |
| 228 | Stair 2 |
| 229 | Council Chamber |
| 232 | Chamber Corr |

| | | |
|--|---------------------------------|----------|
|  | Card Reader | 9 |
|  | Access Control Panel | 1 |
|  | Intercom Master Station | 1 |
|  | Intercom Sub Station | 1 |
|  | Intrusion Alarm Keypad | 1 |
|  | Intrusion Alarm Panel | 1 |
|  | Intrusion Wireless Panic | 2 |
|  | Dome Camera | 1 |
|  | Video Monitor | 1 |
|  | Video Recorder | 1 |



| | |
|-------------------|-------|
| 102 | Stair |
| 113 | Stair |
| 125 | Stair |
| 136 | Stair |
| Loading Dock Door | |

| | | |
|-----------|--------------------|----------|
| CR | Card Reader | 5 |
|-----------|--------------------|----------|



* All Unit Prices include a discount equal to or greater than the discount mandated in the NEW State Contract Guidelines that took effect May 2021. *

Materials

| Qty | Part | Description | Manufacturer |
|-----------------------|------------|---|-----------------------------|
| ACCESS CONTROL | | | |
| 1.00 | C302408 | 8 Door System, T11 Readers, 6000 Controller + 8H, 20 mobile Credentials | Gallagher |
| 6.00 | C300430 | T11 MULTI TECH READER BLACK- Multitech-Light Switch size | Gallagher |
| 1.00 | C300100 | CONTROL PANEL SUPPORTS UP TO 10 DOORS CONTROLLER 6000 STANDARD- Up to (10) monitored doors, (500,000) card holders and (80,000) buffered events, (2) RS485 ports | Gallagher |
| 1.00 | C300182 | 8 reader board 8 HBUS MODULE- 8 door rdr board with 24 inputs and 8 outputs. | Gallagher |
| 1.00 | C305720 | POWER SUPPLY FOR 8 DOORS LSP E2 Cabinet with 6A PSU-This is your everyday power supply. Standard for 10 doors- 1/2 amp per lock BASELINE. Comes with D8 wet/dry relays. Selectbale 12/24 volt must add B100 | Gallagher |
| 1.00 | AC-TS14 | 1.5 PNEUMATIC EXIT BUTTON | ALARM CONTROLS CORPORATION |
| 1.00 | 0L-PS902 | PWR SUPPLY 2A - 12/24VDC SELEC | ADI LOCK EXPRESS |
| 1.00 | AC-1200S | 1200LB MAGLOCK | ALARM CONTROLS CORPORATION |
| 1.00 | DS-DS160 | REQUEST TO EXIT PIR - WHITE | DETECTION SYSTEMS BOSCH SEC |
| 1.00 | C305740 | LSP B100 SECONDARY VOLTAGE MODULE-Must add if you want DUAL voltage | Gallagher |
| 1.00 | C300993 | FIRE RELAY & FUSE BOARD | Gallagher |
| 1.00 | C305760 | CONTROLLER MOUNTING BRACKET- Must have for LSP cabinets | Gallagher |
| 13.0 | GRI-18012W | SW SET, 3/4 STEEL DOOR SPST- ,SINGLE | George Risk Industries |
| 2.00 | PW-PS12120 | Battery, 12V, 12AH | Power Sonic |
| 6.00 | PW-035021 | FAST-ON F1-F2 TERM ADAPTER | POWER SONIC |
| 102 Stair | | CONDUIT | |
| 113 Stair | | CONDUIT | |
| 125 Stair | | CONDUIT | |
| 136 Stair | | CONDUIT | |
| INTRUSION | | | |
| 1.00 | XR150DNL-G | 142 ZONES, DIALER/NETWORK, 350 GRAY ENCLOSURE, 50 VA TRANSFORMER | DMP |
| 2.00 | EN1235SF | SINGLE-BUTT FXD HOLD UP PNDNTRANSMITTE | INOVONICS |
| 1.00 | EN4204R | FOUR ZONE ADD-ON RECEIVER WITHRELAY OUTPUTS | INOVONICS |
| 1.00 | 7060-W | GREEN LCD, SHORTCUT KEYS, WHITE | DMP |
| 1.00 | PW-PS1270 | 12V 7AH SLA BATTERY F1 | POWER SONIC |



| Qty | Part | Description | Manufacturer |
|----------------------------|----------------------|---|----------------------------|
| VIDEO | | | |
| 1.00 | SQ-SMT1935 | 19 LED MONITOR 1280X1024 | HANWHA TECHWIN AMERICA -US |
| 1.00 | SQ-ARN-410S2T | 4 CHANNEL POE NVR | Hanwha |
| 1.00 | ANV-L7012R | A Series 4MP Vandal Dome Camera, 2.8mm Lens | Hanwha |
| INTERCOM | | | |
| 1.00 | AJ-LEM1DLS | 1-CALL ACCESS SENTRY SYSTEM | AIPHONE |
| CABLE/MISC | | | |
| 3.00 | 446100CT | 4 Element Composite Cable Plenum Wht Jkt CT Print | Windy City Wire |
| 1.00 | Conduit and Fittings | Conduit and Fittings | |
| 2.00 | 444380 | 22-04 Unshielded Stranded Plenum Wht Jkt | Windy City Wire |
| 1.00 | 0023650 | 18-02 Unshielded Stranded Plenum Pur Jkt | Windy City Wire |
| 1.00 | AIP-82220250C | 22AWG 2 COND WIRE 500FT OVERALL SHIELDED | Aiphone |
| Total Project Price | | | \$ 54,355.00 |



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Permits or associated fees are not included.
3. Low voltage wiring shall be installed in open plenum. Plenum rated cable will be used.
4. Conduit, conduit sleeves, junction boxes and cored drilled holes are excluded from this scope of work unless specifically noted in the attached scope of work.
5. 120 VAC power outlets and hardwire connections (which may be required at multiple locations) are excluded from this scope of work unless otherwise noted.
6. Convergent will provide the initial configuration and programming of the video surveillance system to include: (camera titles, camera capture frame rates, camera recording resolutions, administrative accounts, camera motion detection zones, alarm inputs and network configuration to operate on the owner local area network. Additional programming (if any) will be completed by the owner.
7. If the video surveillance server and client viewing stations are to be attached to the owner local area network (LAN), the owner will need to furnish the proper TCP/IP address information as well as provide an Ethernet connection within 10 feet of each computer. Convergent will work with the owners IT staff to establish network connectivity and login to the owner's network.
8. Uninterruptible power supplies are highly recommended but not currently provided unless identified in the scope of work or included in the equipment list.
9. Virus protection software for the video recording server and client workstations are highly recommended but not currently provided unless identified in the scope of work or included in the equipment list.
10. Appropriate furniture, racks, cabinets or shelves to support the video recording equipment is excluded from this proposal unless indicated in the scope of work or in the equipment list; otherwise, the owner is responsible for supplying this equipment.
11. Video monitoring client workstations and licenses are excluded from this scope of work unless otherwise note in the scope of work or in the equipment list.
12. Current and future lighting requirements are the responsibility of the owner.
13. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
14. Fifty percent (50%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
15. Proposal includes applicable state and local taxes.
16. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
17. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
18. Terms and Conditions contained in the statewide contract #99999-SPD0000172-006 apply to this proposal.



Total Project Investment:

\$ 54,355.00

Thank you for considering Convergent for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

David Hardin

Convergent
David Hardin

By signing below, I accept this proposal and agree to the Terms and Conditions contained in the Statewide contact #99999-SPD0000172-006.

Ansley Fitzner

Customer Name (Printed)

Date

Authorized Signature

Title



Throughout this Installation Proposal, the term, "Convergint" refers to the Convergint Technologies affiliate operating in the state/province in which the work is being performed.

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergint and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergint agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergint:

- To promptly approve submittals provided by Convergint;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergint; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergint is first notified of the emergency or failure and until such time that Convergint notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergint, title with respect to such materials shall pass to Customer upon delivery to Customer site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergint's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergint, Convergint shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergint costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergint provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted, and
- That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergint shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergint is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergint may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergint. If Customer orders any additional work or causes any material interference with Convergint's performance of the Work, Convergint shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergint shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergint due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergint shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

| | |
|-------------------------------|---|
| Worker's Compensation | Statutory Limits |
| Employer's Liability | \$1,000,000 per occurrence / aggregate Commercial General |
| Liability | \$1,000,000 per occurrence/aggregate |
| \$2,000,000 general aggregate | |
| Automobile Liability | \$1,000,000 per occurrence/aggregate Excess/Umbrella |
| Liability | \$10,000,000 per occurrence/aggregate |

All insurance policies carried by Convergint shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergint, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergint, pursuant to the terms of this Agreement. Convergint shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergint shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergint or Convergint's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergint, or c) Convergint's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergint is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergint's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergint. Convergint shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergint, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergint.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergint agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergint shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergint prior to beginning work.

In the event that Convergint discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergint is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergint. Convergint in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergint shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergint from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergint, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergint has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergint and Customer. Notwithstanding the foregoing, Customer and Convergint agree that Liabilities suffered by a third party (other than an affiliate of Convergint) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

SECTION 10. DISPUTES

In the event of any dispute between Convergint and Customer, Convergint and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergint may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergint.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

School Resource Officer Program
Memorandum of Understanding
Perry Police Department
2022-2023

A. Introduction

School districts throughout the United States are faced with an increasing demand on time and resources to plan for, respond to, and resolve issues relating to the safety and security of students, employees, and facilities. A prosperous future for Houston County depends greatly upon the ability to properly educate children. Effective schooling requires a safe and peaceful environment to encourage learning. Consequently, the Warner Robins Police Department, Perry Police Department, and Houston County Sheriff's Office in collaboration with the Houston County School District, conducts the School Resource Officer Program to provide school administrators and staff with the law enforcement resources and expertise needed to maintain safety, order, and discipline throughout the school.

B. Goals and Objectives

The goals of the School Liaison Unit and School Resource Officer Program are to assist the Houston County School District in providing a safe learning environment and to improve relationships between law enforcement officers and today's youth. The program also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel, which will build a better community while also providing a role model in the educational system.

The first priority of the SRO is to provide a safe and positive learning environment and assist in the maintenance of order in the school.

To act as an advisor to the school staff in safety matters, violence reduction strategies and legal aspects of the activity of students.

To provide a positive role model to the students and to foster better understanding between the law enforcement community and the students and staff.

To assist students through counseling them in law enforcement related problems and to assist them by mediating disputes. Attempts will be made to identify problems with students in order to address their problems in a non-violent manner.

C. Qualifications

The School Resource Officer (SRO) shall meet the following qualifications:

1. Be a certified law enforcement officer by the State of Georgia.

2. Have excellent communication skills.
3. Be able to relate well to children of all ages.
4. Ability to work cooperatively in a non-law enforcement environment with little supervision.

D. Employment Status of School Resource Officers

1. The Perry Police Department shall furnish law enforcement officers, employed by the Perry Police Department to serve as School Resource Officers and one law enforcement officer to serve as a School Liaison Supervisor to Houston County School District.
2. Chain of Command
 - a. School Liaison Unit personnel shall remain employees of the Perry Police Department and shall not be employees of the Houston County School District. The School District and the Chief of Police acknowledge that the School Resource Officers shall remain responsive to the chain of command.
 - b. Understanding the SRO's chain of command, the SRO shall also respect the position of the principal. Even though the principal or assistant principal is not the SRO's supervisor, the SRO shall exhibit the same respect and consideration as his/her immediate supervisor.
 - c. The SRO shall inform the principal of any situation that might arise at the school between the SRO and a staff or faculty member. The SRO shall address the issue with the principal and the SRO's supervisor.
3. Financial Considerations

It is agreed by both parties in this Memorandum of Understanding, that the Houston County School District has an agreement with each agency on the cost of the School Resource Officers.

E. Duties of School Resource Officers

1. Regular Duty Hours of School Resource Officers
 - a. Each SRO shall be assigned to a school on a full time basis of eight (8) hours for the 190 days that teachers are on contract.
 - b. The SRO will return to the School Liaison office daily to complete all paperwork and other assignments as necessary.
 - c. The Chief of Police/Sheriff may temporarily reassign the SROs during school holidays and vacations or during the period of a police emergency.

- d. SROs will wear the class "A" uniform and drive a marked police vehicle.
- e. SROs are to notify their supervisor and the principal of their assigned school(s) if they will not be at work for any reason. The SRO shall also notify the principal or his/her designee whenever they will be off campus and when they return. If possible, the SRO will have a substitute in his/her place at the school when absent.
- f. SROs will assist in the preparation, coordination, and review of their respective school safety plans to address incidents that could occur in the school setting. They will ensure the plans are in compliance with Georgia Statue 20-2-1185. In addition, SROs will be a member of the school safety committee and conduct a building assessment of his/her school on a yearly basis.
- g. As possible, SROs will attend the annual Safe Schools Conference in the State of Georgia.
- h. SROs will provide annual coverage for athletic events, summer school, Extended School Year (ESY), Enhancement, and any other events/programs for students.

2. School Liaison Unit Supervisor

- a. The Supervisor will establish and maintain a working knowledge of, and adhere to, all laws, ordinances, and regulations of city, state, and federal government, general orders, written policies, and procedural directives, as well as possess knowledge of school rules, regulations, and laws regarding student safety and conduct.
- b. The Supervisor will work in coordination with the Superintendent and Assistant Superintendents with the Houston County School District to achieve the goals and objectives as stated above.
- c. The Supervisor will serve in a consultant capacity as the direct point of contact between the Police/Sheriff's Department and the school district for operational and administrative school safety and security issues.
- d. The Supervisor will establish and maintain effective relationships with school personnel and public safety agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential.
- e. The Supervisor will assist in the preparation, coordination, and review of the Houston County Schools safety plans to address incidents that could occur in the school setting. He will ensure the plans are in compliance with Georgia Statue 20-2-1185. In addition, the supervisor will be a member of the district safety committee and conduct a building assessment of his respective schools on a yearly basis.

- f. As possible, supervisors will attend the annual Safe Schools Conference in the State of Georgia.

3. School Resource Officer (SRO)

The SRO is a sworn Police Officer with the Warner Robins Police Department, Perry Police Department, or Sheriff's Office assigned to provide the law enforcement expertise and resources required to assist the school administrators in maintaining safety, order, and discipline within their assigned school. The SRO comes under the supervision of the School Liaison Supervisor. The SRO will be considered an active member of the administrative team of his or her assigned school. SROs should refrain from functioning as a school disciplinarian with infractions that do not constitute violations of the law.

The SRO assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's police service area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. Pursuant to § 20-2-1184 of the Official code of Georgia, certain types of criminal activity that comes to the attention of a principal or school official shall be reported immediately to law enforcement. In an emergency situation, the school should notify 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call 911 if the SRO is not available.

4. Additional Duties of the SRO

- a. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- b. The SRO shall make himself/herself available for a conference with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- c. The SRO shall become familiar with all the community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
- d. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.
- e. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.
- f. The SRO shall, whenever possible, participate in and/or attend school

functions to further establish rapport with the students.

- g. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the principal shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- h. SRO's are not to be used for regularly assigned lunchroom, bus ramp, or other duties. This does not prohibit the SRO from assisting the school in problem or high traffic areas. The SRO needs to be free to move about the campus so as not to create a routine.
- i. In all cases involving violations of the law, the SRO has the final say in what legal action will be taken. However, the principal's opinion should be taken into consideration when making the final decision
- j. Coordinate with the principal for extra duty security and inform his/her supervisor of the request for security. The supervisor of the School Liaison Unit will be responsible for security and law enforcement activity at extra-curricular events as determined by the principal. The school shall be responsible for paying the SRO and other officers for security at school functions and extra-curricular activities that are outside his/her regular duty hours.
- k. Perform ongoing security checks of the campus and make recommendations to the principal.

5. Instructional Responsibilities. (ADVANCE PROGRAM)

- a. The SRO assigned to middle schools will teach the approved ADVANCE curriculum to all sixth grade students.
- b. The SRO will not teach any subject or topic that has not been approved by the principal at his/her assigned school.
- c. No letters, pamphlets, flyers, etc. will be distributed to students until the principal has given his/her approval.
- d. All counseling or meetings with a student must be approved by an administrator.
- e. The principal is to be kept informed of all activities pertaining to the students and staff at his/her school that the SRO is involved in.

F. Rules and Guidelines

- 1. Procedures

- a. SROs shall be subject to all policies and procedures of the Perry Police Department.
- b. SROs will be evaluated by their supervisor annually. The supervisor shall solicit the input of the school principal or his/her designee prior to completing the evaluation.
- c. If it is necessary for the SRO to be off campus during regular school hours or will be out for any reason, the SRO shall notify his/her supervisor and principal or his/her designee at his/her assigned school.

2. Response to Criminal Activity

- a. SROs are expected to respond to all criminal activity on the school campus and take the appropriate action, involving other law enforcement officials when necessary.
- b. SROs investigating a crime that occurred on campus should follow existing agency policy and procedures.
- c. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school board policy, police policy, and legal requirements with regard to such interviews.
- d. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offense not related to the operation of, or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from jurisdiction by a person suspected of a crime, or destruction of evidence.
- e. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.
- f. SROs should coordinate their activities so that action between the Police Department and the school is cooperative and in the best interests of the school and public safety.

3. Arrest Procedures

- a. The arrest of a student or employee of the school with a warrant should be coordinated through the principal and accomplished after school hours, *whenever practical*.
- b. In situations where an arrest of a student or staff member takes place during school hours or on school grounds when a crime is being committed in the presence of the SRO, the SRO shall inform the principal as soon as possible.
- c. When an SRO takes a student into custody, existing rules of criminal procedures shall be followed. The SRO shall ensure that parental notification is made for any student arrested who is under the age of 18.
- d. The SRO shall follow all policies and procedures of their respective agency whenever making an arrest.

4. Transportation of Students

- a. SROs shall not transport students in their official vehicle unless:
 1. They are under arrest.
 2. They are a victim of a crime.
 3. They are truant and being returned to school.
 4. An actual emergency exists.
- b. SROs are to follow existing agency policies when transporting a student.

5. Search and Seizure

a. School Officials (Administrative Search)

The Houston County School District endeavors to provide a safe and secure environment for all students. The Board authorizes reasonable searches of students directed to that end by authorized school officials. Searches based on reasonable suspicion may proceed without hindrance or delay, but they shall be conducted in a manner, which ensures that students are not arbitrarily stripped of personal privacy.

1. School Officials shall abide by Board Policy Descriptor Code: JCAB. Interrogations and Searches of Students when they believe reasonable suspicion exists to conduct such search.

2. Administrative searches will be conducted by school personnel and entirely without the participation of law enforcement officers. SROs cannot conduct a search on behalf of school administrators or as agents of the school.

b. SROs

1. SROs *will not* be involved in administrative searches except when the safety of school personnel is in question such as violent threats, weapons, etc. In this case the SRO will only be present and will not participate in the actual search. At no time shall an SRO request or suggest that an administrative search be conducted for law enforcement purposes.
2. Any search initiated by an officer shall be based upon probable cause or articulable reasonable suspicion that a criminal offense has been committed or may be committed, and that the suspect may be armed. At all times SROs shall follow state, federal, and local laws as well as departmental policies and procedures when conducting a search.

G. Release of Student Information

The release of student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. "School officials" may access and disclose student records only as authorized by FERPA.

1. School Resource Officers
 - a. For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, SRO's access to student record information shall be limited to district-wide directory information (defined below) that will include information on all students in the school district that have not opted-out of the disclosure of directory information. In addition to this district-wide access of directory information, SROs also will be granted access to a school-wide look up for students in the school to which the SRO is assigned. This school-wide look up will include additional items of information, such as class schedule, date of birth, gender, address, parental/guardian information, and phone numbers that an SRO may need to perform his or her duties, but which are not designated as directory information.
 - b. The SROs may only disclose student records and information contained therein to the Police/Sheriff's Department and to other law enforcement officials as described below. "Law enforcement records" are those records, files, documents, and other materials

that are created and maintained by the SRO for the purpose of ensuring the physical safety and security of people and property in the Houston County School District and/or the enforcement of any local, state or federal law even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules. Because "law enforcement records" are not student records, they are not subject to the disclosure restrictions of FERPA.

- c. Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become student records that may be maintained in student's files and are subject to the disclosure restrictions of FERPA. The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

2. Law Enforcement Officials

- a. Law enforcement officers who are not assigned to the schools as part of the SRO Program may have access to student record information without parent permission and consent only if:
 - 1. The School District has designated the information as "directory information", or
 - 2. The knowledge of student record information is needed to protect the health and safety of a student or other person in an emergency situation, or
 - 3. The School District is presented with a search warrant, subpoena, or other valid court order requiring the release of student records to the law enforcement official or agency.

3. Directory Information

- a. The Houston County School District under Board Policy, Student Records, Descriptor Code: JR, designates certain information from student education records as "directory information", as is specified in this paragraph. Unless a parent/guardian or eligible student makes a timely request to the principal of the school where the student is enrolled that such information not be designated as directory information as to that individual student, such information will not be considered confidential and may be disclosed upon request.
- b. Directory Information is as follows:
 - 1. Student's name
 - 2. Student's month and day of birth
 - 3. School at which a student is enrolled
 - 4. Student's participation in official school activities and sports

5. Weight and height of athletic team members used in information for the public
6. Dates of attendance at schools within the Houston County School District
7. Awards or honors received during the time the student is enrolled in the Houston County School District
8. Photograph used to publicize awards, honors, extracurricular activities, sports or school promotions
9. Grade

c. Health and Safety Emergency

School officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is needed to protect the health or safety of a student or another individual if there is a significant and articulable threat to the health or safety of a student or other individual, considering the totality of the circumstances.

Law enforcement officials seeking access to records under the health and safety emergency exception should contact the student's school principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists.

H. Conclusion

This agreement represents mutually agreed goals and objectives of the Warner Robins Police Department, Perry Police Department, and Houston County Sheriff's Office with the Houston County School District.

This endeavor is a partnership between education and law enforcement to support a collaborative, problem-solving approach to ensure a safe and secure educational environment and effective/timely coordination and communication of information, which effects the operation of all parties.

This Memorandum of Understanding will remain in force until such time as either party withdraws from the agreement by delivering a written notification of such rescission to the other party. It shall be reviewed annually and amended as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not a party hereto.

School Resource Officer Program
Memorandum of Understanding
Between
Perry Police Department
And
Houston County School District

This Memorandum of Understanding (MOU) is entered into on this 1st of July, 2022 between the Houston County School District and the Perry Police Department. The Houston County School District and the Perry Police Department mutually agree as follows:

1. Perry Police Department will provide 3 School Resource Officers to carry out specific duties as outlined in the attached policy, procedures, duties and responsibilities.
2. Houston County School District will pay \$66,533.33 per officer, with a total cost of \$199,600.00. The school district will pay the cost in two equal installments of \$99,800.
3. This MOU will remain in effect from July, 2022 to June, 2023.
4. The attachment is incorporated by reference and is a part of this MOU.

City of Perry, GA

Houston County School District

(Mayor)

(Superintendent)

Perry Police Department

(Chief of Police)



Where Georgia comes together.

MEMORANDUM

TO: Mayor & City Council
FROM: Mitchell Worthington, Finance Director
DATE: July 14, 2022
RE: Worrall Center HVAC Replacement

At your May 3, 2022, meeting staff presented three quotes for replacing the Worrall Community Center gym HVAC unit, listed below:

- Truman's Air Conditioning and Heating \$35,228.00
- Pruett Air Conditioning Assoc. \$42,510.00
- Georgia Cooling \$49,850.00

Staff's recommendation at the time was to award this contract to Truman's Air Conditioning and Heating in the amount of \$35,228, and this body approved the contract award as recommended. Staff recently learned that the contractor has experienced significant delays in acquiring the HVAC unit. Estimated delivery/installation of the unit from Truman's is now January 2023.

Staff's recommendation is to cancel the award to Truman's Air Conditioning and Heating and award the contract to Pruett Air Conditioning Assoc. in the amount of \$42,510. The estimated deliver/installation of the unit is four weeks from the notice to proceed.