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COUNCIL AGENDA

Tuesday, May 7, 2024, 6:00 p.m.

PERRY CITY HALL

808 CARROLL STREET, PERRY, GA 31069

To join the meeting by Vimeo: Use this URL: <https://vimeo.com/perryga>. This will allow you to view and hear the meeting.

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 <https://perry-ga.gov/>

	Pages
1. <u>Call to Order:</u> Mayor Randall Walker, Presiding Officer.	
2. <u>Roll:</u>	
3. <u>Invocation and Pledge of Allegiance to the Flag:</u>	
4. <u>Recognition(s)/Presentation(s):</u>	
4.a <u>Proclamation recognizing May 5, 2024 through May 11, 2024 as Municipal Clerks Week - Mayor Randall Walker.</u>	4
4.b <u>Proclamation recognizing National Historic Preservation Month - Mayor Randall Walker.</u>	5
4.c <u>Recognition of the outgoing Youth Advisory Board 2023-2024 - Ms. A. Howell.</u>	
4.d <u>Employee years of service awards - Mr. J. Burdeshaw.</u> 5 years - Jason Seaman 15 years - Darryl Kitchens 20 years - Kirk Crumpton	6
4.e <u>Orchard on Main citizen input - Mr. B. Delrow.</u>	7
5. <u>Appointments:</u>	
5.a <u>Mayor/Council Joint Appointments:</u>	

1.	Perry Area Convention and Visitors Bureau Authority - Ms. A. Turpin.	21
	• Appointment of Glen Starlnecker	
6.	<u>Citizens with Input:</u>	
7.	<u>Public Hearing:</u> The purpose of this public hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.	
7.a	<u>SUSE-0035-2024</u> Applicant, Houston County Habitat for Humanity, requesting special exception to reduce minimum house size. The property is located at 738 Elaine Street; Tax Map No. 0P0270 035000. - Ms. E. Carson.	25
8.	<u>Review of Minutes:</u>	
8.a	<u>Council's Consideration:</u> Minutes of the April 15, 20204 work session, April 16, 2024 pre council meeting and April 16, 2034 council meeting.	44
9.	<u>Unfinished Business:</u>	
9.a	<u>Request for Support of Low-Income Housing Tax Credit application - Mr. B. Wood.</u>	61
9.b	<u>Water Tank Agreement with Link Snacks, Inc. - Ms. B. Newby.</u>	66
9.c	<u>Ordinance(s) for Second Reading(s) and Adoption:</u>	
	1. Second Reading	73
	Second Reading of an ordinance to amend Chapter 5A, Fire Protection of the City Code, to add Article IV, Special Operations and Response - Ms. B. Newby.	
10.	<u>Any Other Unfinished Business:</u>	
10.a	<u>Mayor Randall Walker</u>	
10.b	<u>Councilmembers</u>	
10.c	<u>City Attorney Brooke Newby</u>	
10.d	<u>City Manager Lee Gilmour</u>	
10.e	<u>Assistant City Manager Robert Smith</u>	
11.	<u>Community Partner(s) Update(s):</u>	
12.	<u>New Business:</u>	
12.a	<u>Matters referred from May 6, 2024 work session and May 7, 2024 pre council meeting.</u>	

12.b	<u>Special Exception Application 0035-2024 - Mr. B. Wood.</u>	75
12.c	<u>Ordinance(s) for First Reading(s) and Introduction:</u>	
1.	First Reading First Reading of an ordinance establishing the Technology and Entrepreneurship Advisory Board - Ms. H. Wharton. (<i>No action required by Council.</i>)	94
12.d	<u>Award of Bid(s):</u>	
1.	Bid 2024-19 Two Mobile Surveillance Trailers - Mr. M. Worthington.	100
2.	Bid 2024-20 Oldfield Park Basketball Court - Mr. M. Worthington.	102
3.	RIQ 2024-09 Demolition of 1201 James Street - Mr. M. Worthington.	104
12.e	<u>Resolution(s) for Consideration and Adoption:</u>	
1.	Resolution declaring certain asset(s) surplus - Mr. M. Worthington.	106
12.f	<u>East Perry Regional Pump Station and Force Main Proposal - Mr. C. McMurrian.</u>	107
12.g	<u>Raw Water Contaminate Evaluation and Recommendation Study Proposal - Mr. C. McMurrian.</u>	115
12.h	<u>Demolition of 1201 James Street Contract - Ms. B. Newby.</u>	122
12.i	<u>Purchase and Sale Agreement for 103 General Courtney Hodges Blvd. - Ms. B. Newby.</u>	136
12.j	<u>Parrish Construction GMP Amendment re Ground Storage Water Tank - Ms. B. Newby.</u>	140
13.	<u>Council Members Items:</u>	
14.	<u>Department Heads/Staff Items:</u>	
15.	<u>General Public Items:</u>	
16.	<u>Mayor Items:</u>	
17.	<u>Executive Session (If required):</u>	
18.	<u>Action After Executive Session (As needed):</u>	
19.	<u>Adjournment.</u>	



~ Proclamation ~

**Recognizing
Municipal Clerks Week
May 5 - 11, 2024**

WHEREAS, The Office of the Professional Municipal Clerk a time honored and vital part of local government exists throughout the world, and;

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and;

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and;

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and;

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community, and;

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county and international professional organizations, and;

NOW, THEREFORE, BE IT PROCLAIMED, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk;

BE IT FURTHER PROCLAIMED, The Perry City Council recognizes the week of May 5 through 11, 2024 as **Professional Municipal Clerks Week**, and extends appreciation to our Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

SO PROCLAIMED this 7th day of May in the Year of our Lord, 2024.

Randall Walker
Mayor, City of Perry



~ Proclamation ~

Recognizing National Historic Preservation Month

WHEREAS, the National Trust of Historic Preservation established May as National Historic Preservation Month in 1973 to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, the City of Perry formally designated the Washington-Evergreen Historic District in January 2024; and

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that shaped us as a people; and

WHEREAS, the theme for National Preservation Month 2024 is “People Saving Places”.

NOW, THEREFORE, I, Randall Walker, Mayor of the City of Perry along with City Council, do hereby proclaim the month of May as National Historic Preservation Month in the City of Perry and call upon our residents to join others across the United States in recognizing and participating in this special observance.

SO PROCLAIMED this 7th day of May in the Year of Our Lord, 2024.

Randall Walker
Mayor, City of Perry



Employee Service Awards

Five Years

Jason Seaman, Police Detective Sergeant

Fifteen Years

Darryl Kitchens, Senior Fire Marshall

Twenty Years

Kirk Crumpton, Senior Assistant Fire Chief

ORCHARD ON MAIN

OVERDEVELOPMENT & CITIZEN CONCERNS
MAIN STREET & KEITH DRIVE



Citizen Input

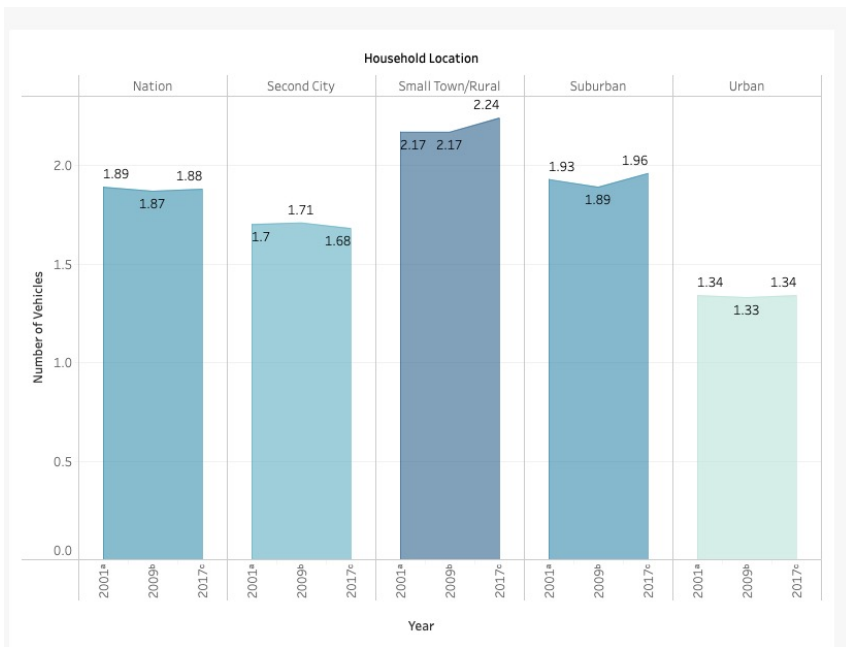
HOW DID WE GET HERE?

The City of Perry Planning Commission approved the preliminary plat for Orchard on the Main (Main St. & Keith Drive)

- Vote was 4 (Ross, Hayes, Edwards, and Mehserle) to 3 (Butler, Guidry, and Jefferson)
- The commission recognized the following concerns expressed by citizens:
 - Traffic
 - Sewer
 - Flooding
 - Water
- Those approving the Orchard on Main development highlighted:
 - The plat, as proposed, is compliant with all requirements and ordinances
 - Looking for the City to address infrastructure and citizen concerns
- This presentation is intended to highlight ongoing concerns that exist in this area and the negative impact of current development

TRAFFIC CONCERNS

US Department of Transportation



AAA Foundation For Traffic Safety

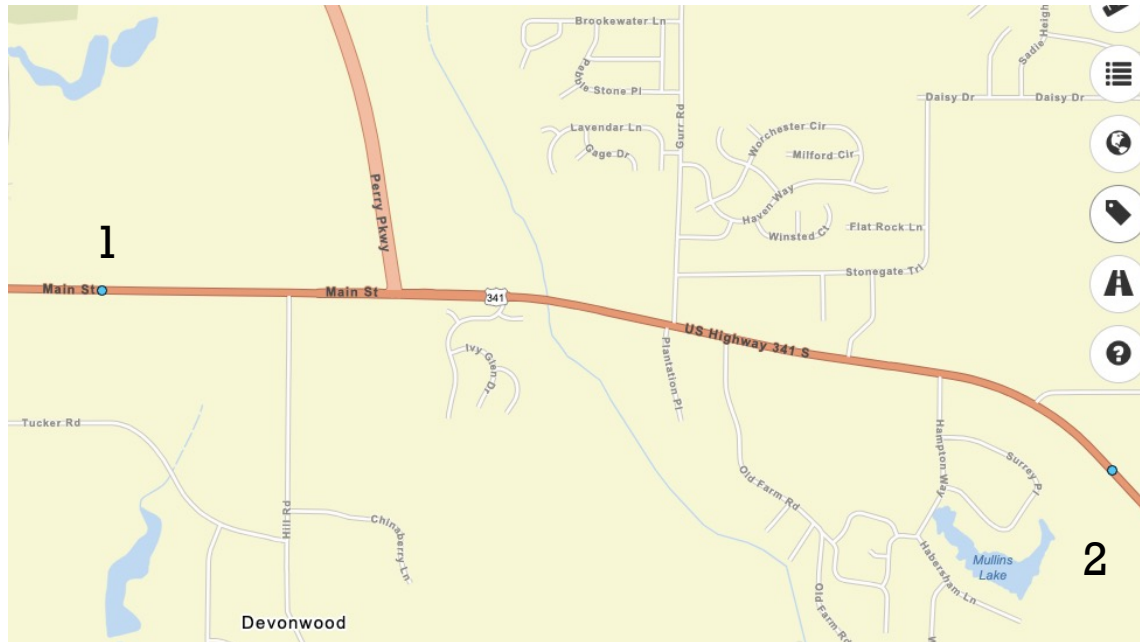
Daily Driving Trips Drivers made an average of 2.44 driving trips per day in 2022, statistically unchanged from the 2.56 daily driving trips reported in 2021 (Table 3). Drivers aged 25–34 reported significantly fewer trips (2.39) than in 2021 (2.70)....

<https://datahub.transportation.gov/stories/s/Vehicles-and-Drivers/23ys-sisy/>

https://aaafoundation.org/wp-content/uploads/2023/09/202309_2022-AAAFTS-American-Driving-Survey-Brief_v3.pdf

TRAFFIC ON MAIN STREET

Georgia Dept. of Transportation



Data Point 1

Station Id: 153-0047
Description: SR 001100 BEG AT

	2022	2021	2020
AADT	5,250	4,930	4,610
Single Unit AADT	130	122	114
Combo Unit AADT	75	71	66
Truck %	4%	4%	4%

Data Point 2

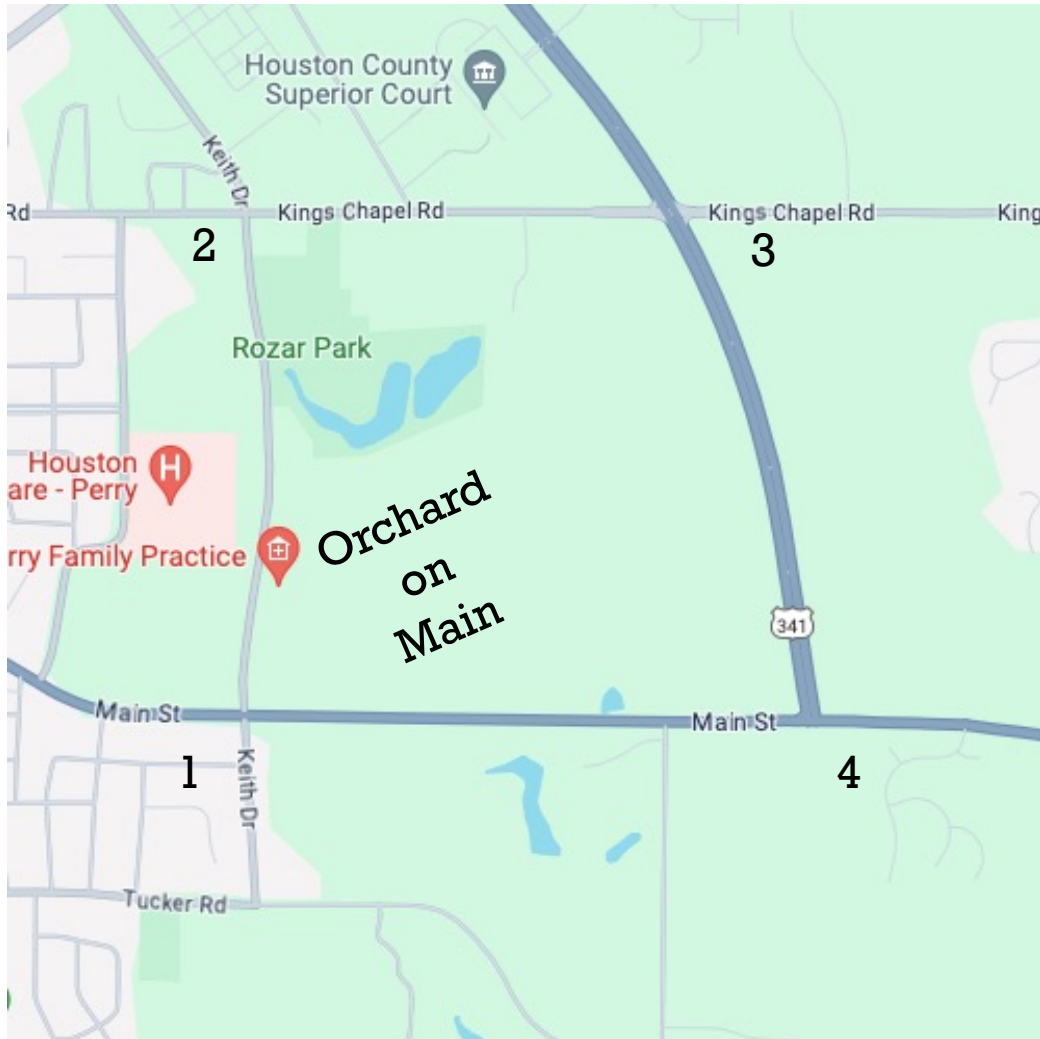
Station Id: 153-0045
Description: State Route 11

	2022	2021	2020
AADT	4,430	4,550	4,240
Single Unit AADT	270	296	276
Combo Unit AADT	347	426	397
Truck %	14%	16%	16%

AADT = Average Annual Daily Traffic

Based on closest GDOT Data point (5,250 AADT)
Potential traffic increase – 20.2% (97) or 28.8% (138)

TRAFFIC ACCIDENTS SURROUNDING ORCHARD ON MAIN



#1 Keith / Main	Total	Accident	w/Injuries
2021	1	1	0
2022	3	0	3
2023	3	1	2
2024 YTD	3	2	1
TOTALS	10	4	6
#2 Keith / Kings Chapel	Total	Accident	w/Injuries
2021	0	0	0
2022	1	1	0
2023	3	3	0
2024 YTD	0	0	0
TOTALS	4	4	0
#3 Kings Chapel / Perry Pkwy	Total	Accident	w/Injuries
2021	2	2	0
2022	8	5	3
2023	4	1	3
2024 YTD	2	1	1
TOTALS	16	9	7
#4 Main / Perry Pkwy	Total	Accident	w/Injuries
2021	6	6	0
2022	5	4	1
2023	4	3	1
2024 YTD	0	0	0
TOTALS	15	13	2

TRAFFIC SPEEDS AT ORCHARD ON MAIN



All Traffic Solutions					
Start Date: September 15, 2023					
End Date: December 19, 2023					
#1 Main Street @ Crossroads Church, SB					
	Compliant	Low Risk	Medium Risk	High Risk	Total Volume
Reported	558,271	141,571	9,089	1,797	710,728
% of Total	78.5%	19.9%	1.3%	0.3%	100%
	21.5%				
#2 Keith Drive, SB					
	Compliant	Low Risk	Medium Risk	High Risk	Total Volume
Reported	51,191	36,177	8,785	454	96,607
% of Total	53.0%	37.4%	9.1%	0.5%	100%
	47.0%				
Compliant = Speed Limit					
Low Risk = Speed Limit + <10MPH Over					
Medium Risk = Speed Limit + 10MPH Over					
High Risk = Speed Limit + 20MPH Over					

SEWER SYSTEM CONCERNS

As presented in the March 18, 2024 City Council Working Session

- Capacity issues identified in 2017
 - Currently, staff are onsite to manually bypass excess flows 5 nights/week (~1,140 hrs/year)
- Existing pumps (2) are old and must be rebuilt approximately every 9 months (~\$7,100 ea.)
- Mossy Creek Outfall to East Perry WWTF expected 2030-2035
 - Will divert majority of flow to Bear Branch PS
- Interim solution necessary

- Pumping capacity upgrade required
- City requested review of 550 gpm pump rate as interim solution; utilizing existing force main
- 550 gpm does not meet peak flows anticipated in 2025
- Further, at 550 gpm, the 6-inch force main is undersized
- **Existing force main is bottleneck**
- Additional Findings:
 - Wet wells require rehabilitation
 - Termination manhole should be replaced

WATER TREATMENT CONCERNS

AS PRESENTED IN THE MARCH 18, 2024 CITY COUNCIL WORKING SESSION

History

- The City produced an annual average of 2.5 MGD of potable water in 2023, but during the summer months the daily average was about 3.5 MGD.

With 1 well recently shutdown due to high-levels of contaminant, the city was able to meet demand through well mixing options. However, if this were to occur again in the summer – the City of Perry could potentially be left short of overall demand.

Recommendations

- Begin evaluation of blending raw water from multiple wells
- Further evaluate options and develop life cycle costs such as:
 - Purchasing water from Houston County
 - Developing new wells
 - Installing treatment at WP #2
 - Expanding WP #3
- Continue monitoring the finished water and the raw water.

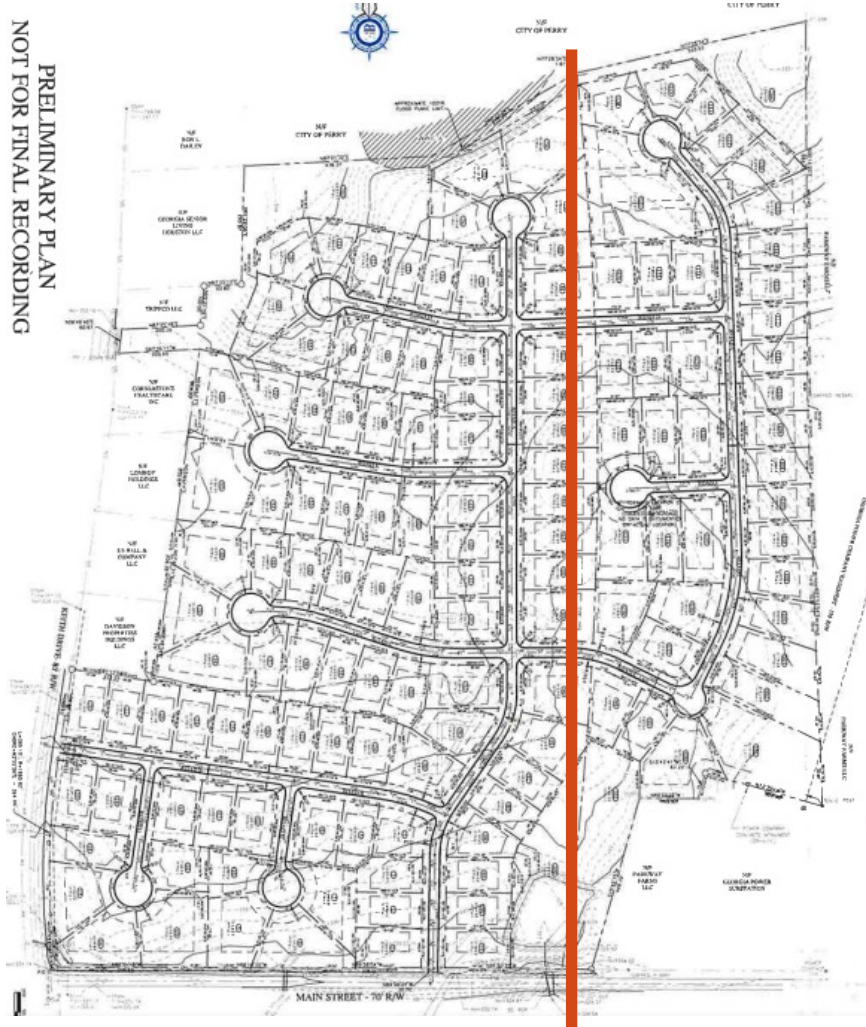
Let's Talk Flooding

**P&Z - MARCH 8, 2024
MEETING NOTES: PAGE 33**

**Per FEMA Flood Map
Panel 154 of 300, this
project does lie within
a Floodplain.**

SITE PROJECT DATA	
PROPERTY INFORMATION PROPERTY AREA = 79.5ac.	
NUMBER OF LOTS = 136	STREET LENGTH = 4,212 L.F.
CUL-DE-SAC DIA. ROP = 66	STREET WIDTH BOC TO BOC = 27
	STREET WIDTH ROP TO ROP = 27
DENSITY PROVIDED = 1.73 UNITS/AC	
MINIMUM SITE REQUIREMENTS PER ZONING	
ZONING = R1	50' BACK
DESIGN WIDTH = 96'	30' FRONT
MIN. LOT SIZE = 13,800 S.F.	15' SIDES
AVERAGE LOT = 170x150'	35' REAR
OWNER/PRIMARY PERMITTEE	24 HR. LOCAL EMERGENCY CONTACT
FERRY PARKWAY COMMERCIAL, LLC 182 LOTS DR WARNER ROBINS, GA 31089 478-932-4843	WES WILLIAMS 478-652-4843 EMAIL: wes.williams@cw-williams.com
PROJECT ENGINEER CONTACT	SURVEY DATA
MR. CHAD BRYANT, P.E. PRESIDENT BRYANT ENGINEERING 906 BALL STREET, SUITE B FERRY, GA 31089 OFFICE: (478) 224-7878 FAX: (478) 224-7872 EMAIL: chad@bryanteng.com	BOUNDARY/TOPOGRAPHIC SURVEY PERFORMED BY: MULLEN SURVEYING 906 BALL STREET, SUITE B FERRY, GA 31089 1479) 224-7370
LAND LOT/DISTRICT/COUNTY	
LAND LOT 11210 DISTRICT 1 HOUSTON COUNTY, GA	
FLOOD ZONE INFORMATION	
FEDERAL FLOOD MAP, PANEL 154 OF 300, THIS PROJECT DOES LIE WITHIN A FLOODPLAIN PANEL NUMBER: 131530154E EFFECTIVE DATE: SEPTEMBER 28, 2007	
STATE WATERS STATEMENT	
THERE ARE STATE WATERS OR BUFFERS LOCATED WITHIN 200 FEET OF THE PROJECT SITE.	
WETLAND CERTIFICATION	
THE DESIGN PROFESSIONAL, WHOSE SEAL APPEARS HEREON, CERTIFIES THE FOLLOWING: 1) THE NATIONAL WETLANDS INVENTORY MAPS HAVE BEEN CONSULTED, AN ON-SITE JURISDICTIONAL WATERS DELINEATION/DETERMINATION HAS BEEN PERFORMED, AND, 2) THE APPROPRIATE PLAN SHEET DOES INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS, AND, 3) IF WETLAND ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION ("SECTION 404") PERMIT HAS BEEN OBTAINED, 4) ANY AMOUNT OF DISTURBANCE WILL REQUIRE PRE-CONSTRUCTION COORDINATION WITH THE ARMY CORPS OF ENGINEERS, 5) TOTAL DISTURBANCE OF WETLANDS REQUIRED FOR DEVELOPMENT IS CALCULATED FROM ALL STAGES OF DEVELOPMENT.	
IN THAT ALL THE REQUIREMENTS OF PRELIMINARY APPROVAL HAVING BEEN FULFILLED, THIS SUBDIVISION PLAN WAS GIVEN PRELIMINARY APPROVAL BY THE FERRY PLANNING COMMISSION ON _____ 20____. THIS PRELIMINARY APPROVAL DOES NOT CONSTITUTE APPROVAL OF THE FINAL PLAT. THIS CERTIFICATE OF PRELIMINARY APPROVAL SHALL EXPIRE AND BE NULL AND VOID ON _____ 20____.	
DATE	PLANNING COMMISSION DEVELOPMENT

ORCHARD ON MAIN FEMA FLOODPLAIN



- High-risk flood areas begin with the letters A or V on FEMA flood maps. These areas face the highest risk of flooding. If you own a property in a high-risk zone and have a federally backed mortgage, you are [required to purchase](#) flood insurance as a condition of that loan.

HOUSING DENSITY & SOIL TYPE

Table 3.1: NRCS Residential Subdivision Percent Impervious Assumptions

Residential Subdivision Average Lot Size	% Impervious Assumption
1/4 acre lot size	38%
1/3 acre lot size	30%
1/2 acre lot size	25%
1 acre lot size	20%
2 acre lot size	12%

Given that we now have a better understanding of the impact of subdivision density, what level of overall density (streets, homes, driveways, etc.) is the city going to allow?

ISE Flood Analysis – Page 14, 3.1.3 Soil Types and Hydrologic Soil Groups

- Group A: Soils having a low runoff potential due to high infiltration rates. These soils consist primarily of deep, well-drained sands and gravels.
- Group B: Soils having a moderately low runoff potential due to moderate infiltration rates. These soils consist primarily of moderately deep to deep, moderately well to well drained soils with moderately fine to moderately coarse textures.
- Group C: Soils having a moderately high runoff potential due to slow infiltration rates. These soils consist primarily of soils in which a layer exists near the surface that impedes the downward movement of water or soils with moderately fine to fine texture.
- Group D: Soils having a high runoff potential due to very slow infiltration rates. These soils consist primarily of clays with high swelling potential, soils with permanently high-water tables, soils with a claypan or clay layer at or near the surface, and shallow soils over nearly impervious parent material.

WHAT FLOODPLAIN IS BEING CONSIDERED?

It's important for concerned citizens to know to what 24-hour rainfall level this (and future) subdivisions are being designed? A little rain makes a big difference...

ISE Flood Analysis – Page 10, 2.4.6 - Rainfall Data

Table 2.1: NOAA Atlas 14 Rainfall Depths for a 24-Hour Storm Event

Atlas 14 24-hour rainfall data						
	2-year	5-year	10-year	25-year	50-year	100-year
24-hour rainfall total	3.82	4.67	5.43	6.56	7.50	8.49

CITIZEN RECOMMENDATIONS

Mayor and City Council should:

- Decline efforts to annex property from Houston County which would allow for the expanded (138 home) subdivision
- Ensure efforts, that are well within the control of the city, be taken and completed to address the current flooding concerns in this area. Ex. Clean buildup and sediment from the ditches NOTE - Citizens in the area need to grant the city access to properties to allow for surveying and data collection. The city cannot assess or fix what they don't have access to
- Ensure Sadie Heights flooding remediation efforts are completed and have been proven successful
- Approve a detailed flood analysis of the area to avoid another Sadie Heights situation

CITIZEN RECOMMENDATIONS - CONTINUED

- Land Disturbance Manual (LDM) is updated with learnings from Sadie Heights and changes shared with the citizens and applied to all future developments
- Further infrastructure analysis is conducted and the impact of Orchard on Main and other developments within the area will have on:
 - Sewer Systems (How much more demand will be placed on the already stressed sewer system? What additional costs will be incurred?)
 - Water (How much additional demand can existing wells accommodate until new water treatment plant is completed?)
 - Traffic (How much more of a demand will be placed on roadways? With potential increase of accidents placing citizens, Police, and EMS at risk)
- This presentation be included as part of the published meeting minutes

From: Anya Turpin <aturpin@visitperry.com>

Sent: Monday, April 22, 2024 9:30 AM

To: Lee Gilmour <lee.gilmour@perry-ga.gov>; Robert Smith <robert.smith@perry-ga.gov>

Subject: Fwd: FW: Form Submission Details for: Statement of Interest

Good Morning,

Upon reviewing the Statement of Interest Forms, we would like to request to proceed with recommending Mr. Glen Starlnecker for the vacant position on the Perry Area Convention and Visitors Bureau Authority Board to replace Mrs. Trish Cossart after her recent resignation. I have requested a recommendation from the Chamber of Commerce and gave them ample time to provide a recommendation with no response. Mr. Starlnecker has familiarity with the hotel and motel industry and would bring a wealth of knowledge and experience to our Board. Please let me know the next steps to proceed with formally recommending Mr. Starlnecker to Council for their consideration of appointment. Thank you!



Anya Turpin, Executive Director

Cell | 478-366-8857
808 Carroll Street, Perry, GA 31069



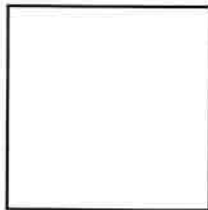
[Click Here For Perry's Upcoming Events](#)

----- Forwarded message -----

From: **Annie Warren** <annie.warren@perry-ga.gov>
Date: Fri, Mar 22, 2024 at 6:01 PM
Subject: FW: Form Submission Details for: Statement of Interest
To: aturpin@visitperry.com <aturpin@visitperry.com>

From: City of Perry <notifications@nimblecms.com>
Sent: Friday, March 22, 2024 4:58 PM
To: Annie Warren <annie.warren@perry-ga.gov>; Amber Howell <amber.howell@perry-ga.gov>
Subject: Form Submission Details for: Statement of Interest

New message from **City of Perry**



SUBMISSION DETAILS: STATEMENT OF INTEREST

Submitted By: Guest User

Submission Date: 03/22/2024 @ 4:57 PM (EDT)

Total Questions: 12

Completed Questions: 12

Name

Glen Starlnecker

Email

[REDACTED]

Phone Number

[REDACTED]

Home Address

[REDACTED]

Business If Applicable

Bran Hospitality Management Inc.

Titleposition

President

Organizational Memberships

Perry Chamber of Commerce, Robins Regional Chamber of Commerce, and Robins AFB Military Affairs Committee.

Interest Hobbies Talents Skills

Many - Woodworking, fitness, business development, community activities, hospitality/tourism, etc.

Where Would You Like To Serve

Perry Area Convention and Visitors Bureau Authority

Im Interested In Serving Because

I am deeply involved in the hospitality industry. I have also served previously on the Perry CVB and found it to be very rewarding. I enjoy contributing to the planning and promotion of tourism in the city of Perry.

Typing Your Name In The Field Below Constitutes Acceptance Of The Commitment Above

Glen A. Starlnecker

Date

22-March-24

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Summary for Case: SUSE-0035-2024	
Request:	<p>Special Exception to allow a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are:</p> <ul style="list-style-type: none"> 786 square feet for a two-bedroom house; 980 square feet for a three-bedroom house; and 1100 square feet for a four-bedroom house. <p>They further state that they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet.</p>
Location:	738 Elaine Street
Planning Commission Recommendation:	Approval of application.





Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

4/11/2024

CASE NUMBER: SUSE-0035-2024

APPLICANT: Houston County Habitat for Humanity

REQUEST: A Special Exception to reduce minimum house square footage

LOCATION: 738 Elaine Street; Tax Map No. 0P0270 035000

REQUEST ANALYSIS: While there is a building permit in review for 738 Elaine Street, the applicant is requesting a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are:

- 786 square feet for a two-bedroom house;
- 980 square feet for a three-bedroom house; and
- 1100 square feet for a four-bedroom house.

They further state that they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet.

Habitat properties are normally located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

All single-family residential districts require houses with a minimum heated square footage of 1500.

STANDARDS FOR SPECIAL EXCEPTIONS:

1. *Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?* The applicant typically builds houses on properties which do not have covenants. Where covenants do exist, the applicant indicates they meet the requirements.
2. *Does the Special Exception follow the existing land use pattern?*

	Zoning Classification	Land Uses
Subject	R-2, Single-family residential	Undeveloped
North	R-2	Single-family residential
South	R-2	Single-family residential
East	R-2	Single-family residential
West	R-2	Single- and two-family residential

The neighborhoods in which Habitat works are generally zoned R-2 or R-3 consisting of one- and two-family and low-density multi-family residential properties.

3. *Will the Special Exception have an adverse effect on the Comprehensive Plan?* The subject property, as well as Habitat’s typical neighborhoods, are included in a “Traditional Neighborhood” character area in the 2022 Joint Comprehensive Plan. This character area consists of older houses in areas that are within walking distance of amenities, but often require additional maintenance and revitalization to help maintain the neighborhoods’ stability. Suggested development patterns include “well-designed development that blends into existing

neighborhoods,” “residential development with a healthy mix of uses within easy walking distance,” and housing “opportunities for small households.”

4. *Will adequate fire and police protection be available?* Police and Fire already provide service to the existing neighborhoods in which Habitat builds.
5. *Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties?* The neighborhoods in which Habitat normally builds consist of a variety of house sizes. Houses in the vicinity of 738 Elaine Street range from 594 square feet to 1874 square feet.
6. *Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood?* Because Habitat typically builds only one or two houses at a time in a particular neighborhood, the reduced house size would not have a significant impact on traffic in the neighborhoods.
7. *Will the use result in an increase in population density overtaxing public facilities?* Habitat builds on vacant lots in established neighborhoods. As vacant platted lots, impact on public facilities has already been addressed.
8. *Will the use create a health hazard or public nuisance?* A reduced house size in and of itself does not create a health hazard or public nuisance.
9. *Will property values in adjacent areas be adversely affected?* Habitat neighborhoods typically consist of a variety of houses sizes and values. Constructing any new house in these neighborhoods will not negatively impact property values in the areas.
10. *Are there substantial reasons a permitted use cannot be used at this property?* Today’s construction costs would prove prohibitive for a typical Habitat client to afford a 1500 square-foot house. In addition to the up-front costs, a larger house will require more in monthly utility bills and maintenance costs over time. A 1500 square foot house may be more than is needed for smaller households.

STAFF RECOMMENDATION: Staff recommends approval of the special exception to reduce the size of the proposed house at 738 Elaine Street to 786 square feet.

Staff further recommends that a blanket special exception to reduce minimum house size be granted to Houston County Habitat for Humanity, subject to the following conditions:

1. The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses.
2. The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on April 8, 2024, the Planning Commission recommends approval of the application as submitted with the following conditions:

1. The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses.
2. The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.


Eric Z. Edwards, Chairman, Planning Commission

4/11/24
Date

SUSE-0035-2024

738 Elaine Street

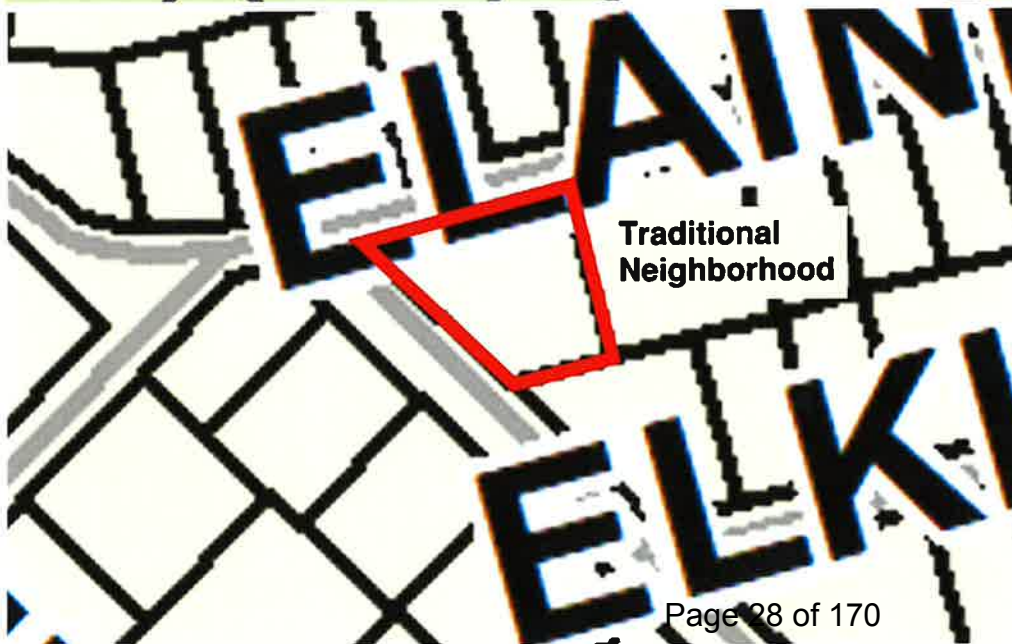
Reduce house size



Aerial



Zoning



Character Area



Where Georgia comes together.

Application # SUSE#
0035-2024

Application for Special Exception

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Houston County Habitat	Same
*Title	William Goggin - Director	↓
*Address	2607 Mobby Rd. W.H. Ga 31088	↓
*Phone	478-328-3388 Ext. 4	↓
*Email	director@hccohabitat.org	↓

Property Information

*Street Address	738 Elaine St, Perry, Ga 31069
*Tax Map Number(s)	Lot 45 & 46 Pleasant Valley s/d 2.74/13th
Zoning Designation	R2

Request

*Please describe the proposed use:	Residential, 2 Br 1 Bath with Carport
------------------------------------	---------------------------------------

Instructions

- The application and ***\$306.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
- *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 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
- *For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
- 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.
- Special Exception 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.**
- 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.
- *Signatures:**

*Applicant	William Goggin	*Date	2-29-24
*Property Owner/Authorized Agent	William Goggin Director, Habitat Houston County	*Date	2-29-24

Habitat is requesting a blanket approval to construct infill housing which has less square footage than the minimum required by the City's Land Management Ordinance. The neighborhoods in which we typically work consist of houses that range in size from around 750 square feet to more than 1700 square feet, with average house size in the 1,000 square-foot range. While we have a variety of house plans, our smallest two-bedroom plan is 786 square feet; three-bedroom plan is 980 square feet; and four-bedroom plan is 1100 square feet.

Standards for Granting a Special Exception

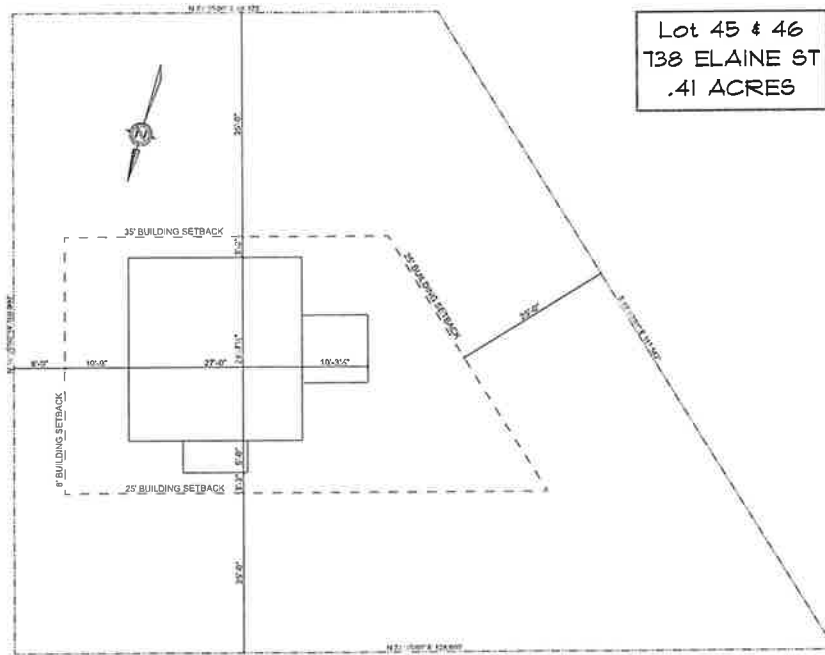
The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? Houston County Habitat for Humanity typically builds on properties which do not have covenants and restrictions. Where such exist, Habitat meets the requirements.

- (1) The existing land use pattern. Habitat typically constructs single-family houses in existing residential neighborhoods. Existing houses in the neighborhoods in which we build often are smaller than the minimum required heated square footage.
- (2) Whether the proposed use is consistent with the Comprehensive Plan. Habitat houses are typically constructed in existing residential neighborhoods. These neighborhoods fall into the "Traditional Neighborhood" or "Suburban Residential" character areas of the Comprehensive Plan.
- (3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection. Police and fire protection already exist in the neighborhoods in which we build. Habitat constructs infill houses.
- (4) Whether the proposed use will be of such location, size, and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties in accordance with the zoning classification of such properties, the existing land use pattern or the Comprehensive Plan. The neighborhoods in which Habitat builds typically consist of a range of house sizes. Our house plans are consistent with the character of the neighborhoods in which we build.
- (5) Whether, in the case of any use located in, or directly adjacent to, a residential district or area:
 - (a) The nature and intensity of operations will be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection there with will not be hazardous or inconvenient to, or incongruous with, said residential district or area, or conflict with the normal traffic of the neighborhood; Infill residential development on existing lots does not have an abnormal impact on vehicular or pedestrian traffic.
 - (b) The location and height of buildings, and other structures, and the nature and extent of screening, buffering or landscaping on the site will be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings in conformance with existing zoning districts and development pattern. Habitat house plans are one story in height, comply with required setbacks, and parking requirements of the Land Management Ordinance. These infill houses will be consistent with surrounding properties.
- (6) Whether the proposed use will increase the population density resulting in the increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.; or approval of the use would encourage adjacent areas to develop at higher densities than provided in the comprehensive plan resulting in the overtaxing of such public facilities. Houses are constructed on existing lots where utilities already exist. Infill houses should not have a negative impact on public facilities.
- (7) Whether the proposed use will cause a health hazard, a public safety problem, or create a nuisance or cause excessively increasing traffic and associated congestion; create a drainage problem; generate unnecessary disturbance due to noise, the emission of smoke or other contaminants, odor, electrical

interference, or cause pollution to land, air and/or water. New houses in existing residential communities will not create a nuisance in any way.

- (8) Whether the proposed change will adversely affect property values in adjacent areas. New houses on vacant lots should support property values in the neighborhoods.
- (9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located. Habitat houses are designed to accommodate the basic shelter needs for a variety of household sizes. Single-family houses are permitted in the neighborhoods in which we work. House sizes are typically smaller than the current minimum requirement of the LMO.



Lot 45 & 46
138 ELAINE ST
.41 ACRES

SITE PLAN - CARPORT
SCALE: 1" = 10'-0"

SITE PLAN

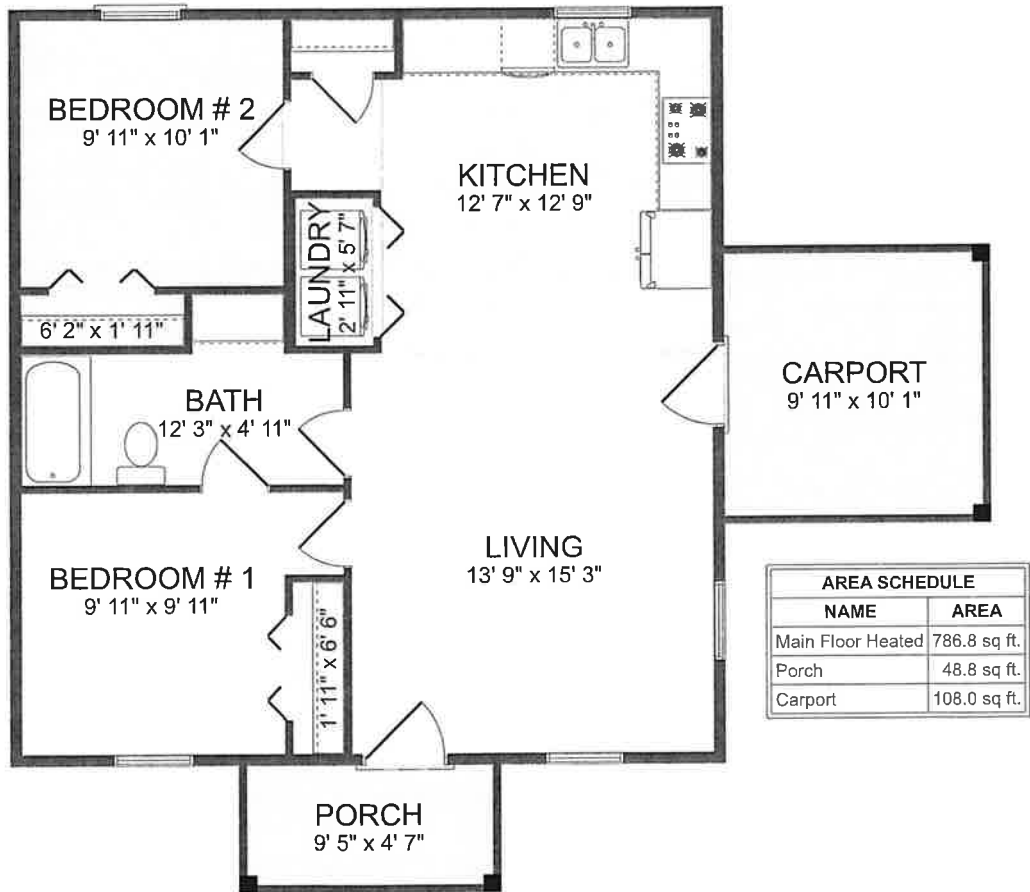
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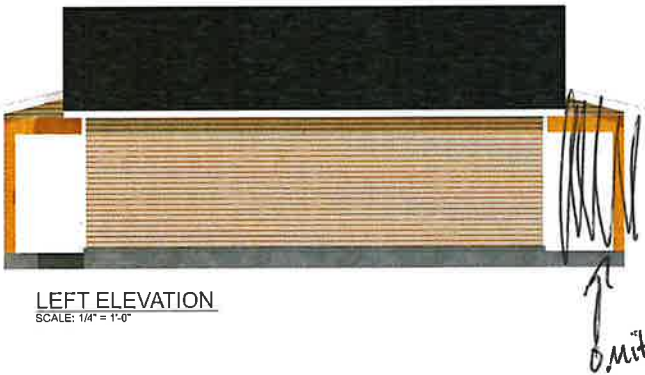
SCALE: 1" = 10'-0"

DRAWN BY: HIF

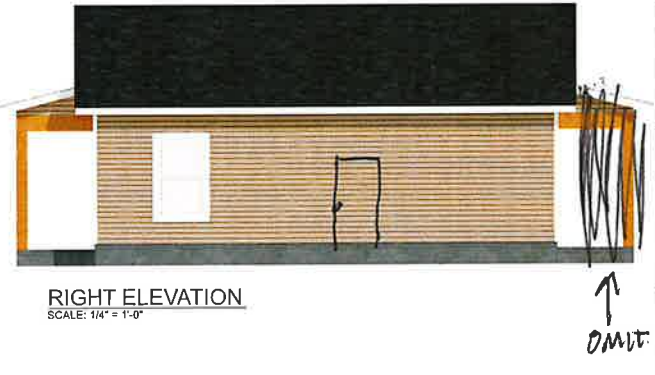
DATE: 2/5/2024

William Goggin
Plan A Carport
Option





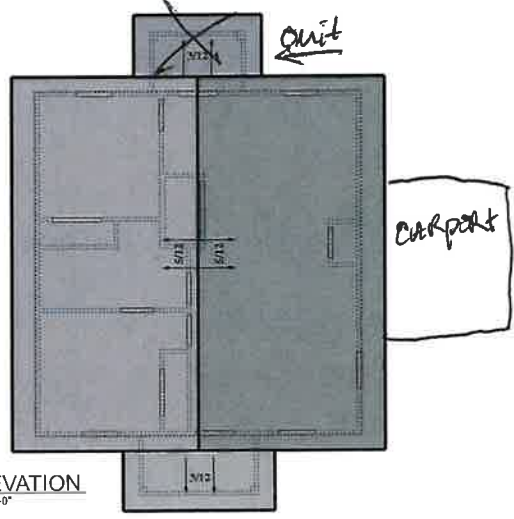
LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



TOP ELEVATION
SCALE: 3/16" = 1'-0"

ELEVATIONS
SCALE: As Noted
DRAWN BY: HHF
DATE: 10/14/2023

PAGE: **3**

William Goggin
Plan B



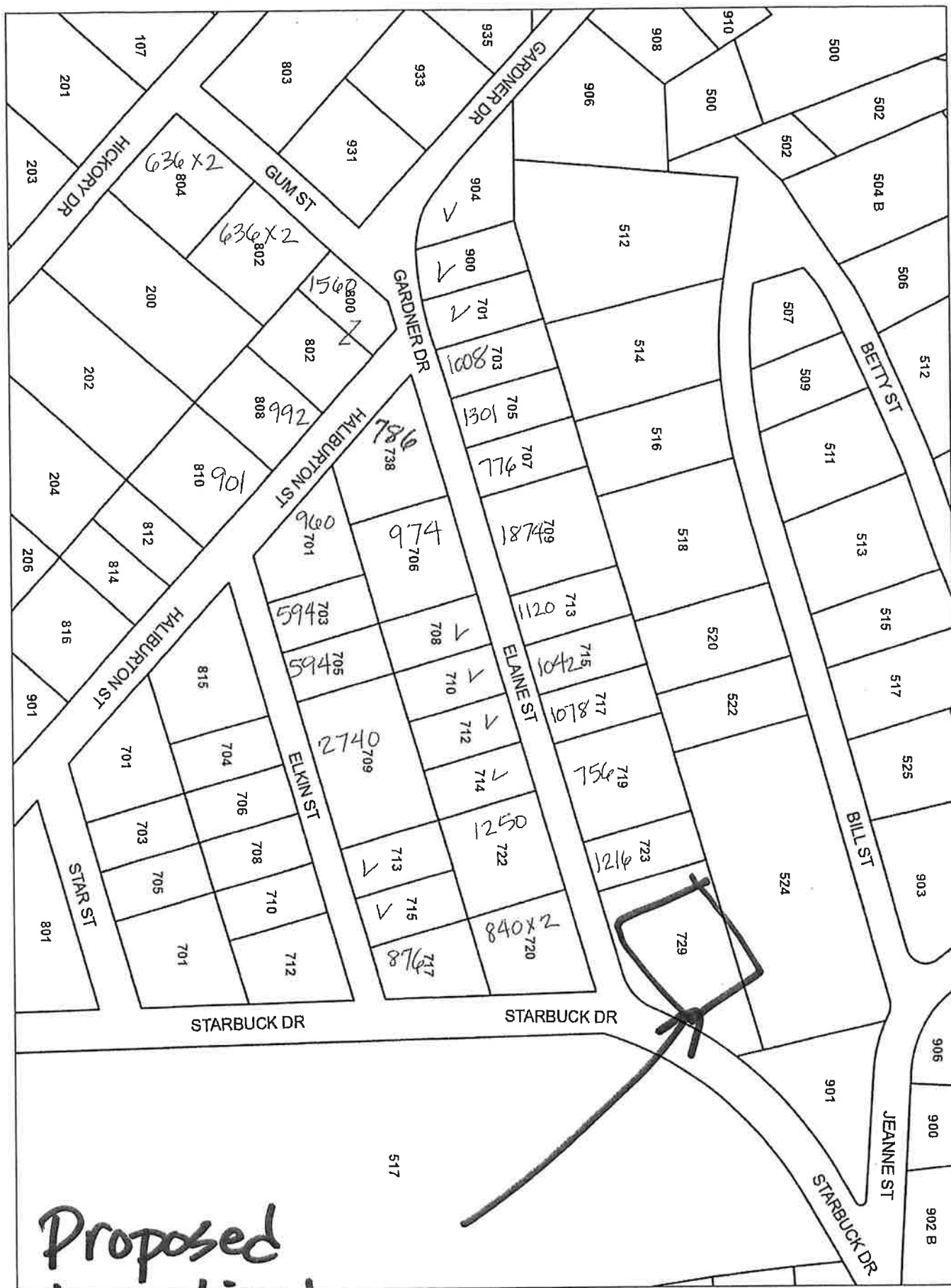
FRONT ELEVATION
SCALE: 3/8" = 1'-0"



AREA SCHEDULE	
NAME	AREA
Main Floor Heated	786.8 sq ft.
Porch	87.8 sq ft.

DRAWING SCHEDULE	
FRONT	1
MAIN FLOOR	2
ELEVATIONS	3
SITE PLAN	4

CURRENT SQ FOOTAGE NEARBY



Proposed
Location

Planning Commission
Minutes - April 8, 2024

1. Call to Order: Chairman Edwards called the meeting to order at 6:01pm.
2. Roll Call: Chairman Edwards; Commissioners Butler, Guidry, Hayes, Jefferson, Mehserle, and Ross were present.

Staff: Bryan Wood – Community Development Director, Emily Carson – Community Planner, and Christine Sewell – Recording Clerk.

Guests: Chad Bryant – Bryant Engineering, Jeremy Crosby – Jones Petroleum, Pat Muse, Jacob Tuttle, Kecia Isgett, Julie Foy, Bill Delrow, Bill Goggin, Council Member Joy Peterson, Dan Peterson, Amy Fouse, Scott Free, and John Michael Cosey.

3. Invocation: was given by Commissioner Jefferson
4. Approval of Minutes from March 11, 2024, regular meeting and March 25, 2024, work session – Commissioner Guidry motioned to approve as submitted; Commissioner Jefferson seconded; all in favor and was unanimously approved.
5. Announcements – Chairman Edwards referred to the announcements 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 phones in silent mode.
6. Citizens with Input -None
7. Old Business – None
8. Public Hearing (Planning Commission decision)
 - A. **VAR-0020-2024**. Variance from design standards for property located at 530 Perry Parkway. The applicant is Mike Horne, Jones Petroleum.

Mr. Wood read the applicants' request which was a variance to eliminate the use of brick or stone on building facades, along with staff responses. Mr. Wood advised Sec. 6-6.1(A)(2) states - Buildings shall utilize natural building materials, such as wood, stone, and brick on building exteriors, except that roofing materials may be manmade. Steel or other metals shall not be used on building exteriors, except as may be necessary for roofing, window trim, gutters, and down spouts. Unpainted, smooth-faced concrete block shall not be used on building exteriors. Synthetic stucco shall not be used on building exteriors. All sides of a building may impact on its surroundings and shall be considered for treatment with an architectural finish of primary materials (i.e., brick and stone), unless other materials demonstrating equal or greater quality are used. As a general rule, except in industrial zoning districts, front facades shall be at least eighty (80) percent brick and stone. Side facades shall be at least fifty (50) percent brick and stone. Rear facades do not have a minimum suggested standard for primary materials unless they are visible from a public right-of-way. The applicant is constructing a fueling center with a convenience store and fast-food restaurant and proposing to clad the exterior of the building with cement-fiber panels and the request does not meet the criteria for granting a variance.

Chairman Edwards opened the public hearing at 6:08pm and called for anyone in favor of the request. Mr. Jeremy Crosby with Jones Petroleum advised recently completed a similar fuel center in Jackson,

GA and brick skirts all four sides and is proposing the use of Nichiah cement board panels which is thicker than hardie plank and a higher quality, and not an inexpensive product, but less in labor costs for installation. The product is made in Macon and comes in multiple custom colors and by allowing the use adheres to the company's brand.

*Commissioner Mehserle arrived at 6:11pm.

Chairman Edwards called for anyone opposed.

Mr. Pat Muse advised he had no opinion one way or the other on the variance but was concerned with the property being so close to the Guardian Center and the activities they hold with explosions and low flying aircraft that cause noise and vibration issues for the surrounding area and does not want to see the business, it's employees and patrons suffer from these consequences.

There being no further public comment, the public hearing was closed at 6:16pm.

Chairman Edwards inquired of Mr. Crosby of other locations in Georgia; he advised Lagrange is in construction and a future site in Liberty County. Chairman Edwards asked if the plan was for these was to be the same; Mr. Crosby advised they were and are in the process in Liberty County with the same issue. Commissioner Hayes asked of Mr. Wood why this type of material was excluded; Mr. Wood advised the intent was to ensure quality materials and currently working on proposed guideline changes that may or may not allow for lesser brick, but currently it is prohibited. Mr. Wood advised it is an acceptable material and would accept hardie plank. Commissioner Mehserle advised the intent when adopted for the area to develop was to not mandate specific colors but provide a pallet of materials for homogeneity and context and the regulations are not unique or unreasonable. Chairman Edwards asked if stone veneer was allowed; Mr. Wood advised man-made stone was and it was more the appearance of materials and not how they are made. Mr. Wood further advised the applicant was suggested to paint the brick; Mr. Crosby stated Nichiah was a better product and had a good warranty and with brick would have to paint it twice.

Commissioner Guidry motioned to approve the request; Commissioner Hayes seconded; Commissioners Edwards, Ross, and Mehserle were opposed; resulting vote was 4 to 3 for approval.

B. **VAR-0036-2024.** Variance from parking standards for property located at 317 Grand Reserve Way. The applicant is Jacob Tuttle.

Ms. Carson read the applicants' request which was to park a recreational vehicle in the front driveway of the residence, along with staff responses. Ms. Carson advised there is currently a violation of Sec. 6-1.10. *C Recreational vehicles in residential districts.* In any residential district, recreational vehicles, travel trailers, campers, motorized homes, 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. The applicant is requesting a variance to allow the parking of his recreational boat and boat trailer in his front yard due to the exceptional narrowness and municipal and telecommunications infrastructure between his and his neighbors' houses.

Chairman Edwards opened the public hearing at 6:30pm and called for anyone in favor of the request.

Mr. Jacob Tuttle, the applicant, advised he was in the current situation as he had received a notice of the violation, which he was unaware was a violation and he was not willingly violating the ordinance. Mr. Tuttle reviewed the standards for granting a variance as he felt they were misleading/false. In regard to standard #1 the public infrastructure of cable boxes, streetlights, utility, is preventing him putting the boat in the side yard. Standard #2, feels meets this criteria and the suggestion to relocate

offsite is a financial burden. Standard #3, If approved would be setting a precedent as a similar case was brought forth in 2017 and was denied in the Wooden Eagle subdivision; he drove through the area and it's not the same. Standard #4, two vehicles and one boat have no impact on public parking as this is private property. Mr. Tuttle advised he contacted the HOA board, and this does not violate their covenants and it not a detriment to the neighbors and again was only found due to a visit in the area by code compliance. Mr. Tuttle felt there was no legitimate reason presented to deny the request.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:38pm.

Commissioner Butler advised he reached out with no response to the HOA president and furthermore he resides in the adjoining subdivision and believes they adopted the same covenants which do not allow boat parking and provided Mr. Tuttle with a copy of the covenants. Chairman Edwards asked if it could not be placed in the garage; Mr. Tuttle advised it could be if he didn't use currently for one vehicle parking. Commissioner Ross asked Mr. Tuttle if he intended to permanently store the boat in the driveway; he advised he was.

Commissioner Butler motioned to deny the variance request; Commissioner Jefferson seconded; all in favor and was unanimously approved for denial.

C. **PLAT-0032-2024.** Preliminary plat for The Orchard on Main, northeast corner of Keith Drive and Main Street. The applicant is Chad Bryant, Bryant Engineering.

Mr. Wood advised the applicant is requesting approval of the entire 138-lot subdivision with the understanding that a portion of the proposal must be annexed into the City. The subdivision is designed so that 97 lots can be constructed on the parcels already in the City without redesign, should the adjacent parcel not be annexed. The entire subdivision meets the R-1 minimum standards. While not indicated on the plat, Houston County 911 has approved ten street names for the subdivision. The approval is valid until 3/14/2027. Following City Council's direction, planning staff recommends sidewalks be installed on one side of portions of the primary streets to provide pedestrian access to the planned sidewalk along Keith Drive. Staff recommends approval of the proposed preliminary plat with the following conditions: 1). Approval of Lots 98-138 is subject to parcel 000570 008000 being annexed into the City of Perry and zoned R-1 and 2). 5'-wide sidewalks shall be installed along one side of portions of Road A, Road B, and Road D as indicated on the proposed sidewalk map prepared by the City Planning Staff.

Chairman Edwards opened the public hearing at 6:48pm and called for anyone in favor of the request. Mr. Chad Bryant, the applicant reiterated the request and advised the reason laid out over the entire development is because the parcels are owned by the same person, and they are doing a master plan for the area and also because it is assumed the county parcel will be requested for annexation into the city. The layout also depicts sewer and if not annexed the current parcel in the city can still move forward with the approval and the owner desires to be transparent with the development.

Chairman Edwards called for anyone opposed. Ms. Kecia Isgett- 1904 Main Street- concerned it does not address previous concerns with traffic and stormwater issues for the area. Is concerned with drainage and that it will compound the current problems in the area; and the culverts are in desperate need of replacement and the city should update the infrastructure and conduct proper studies to ensure this is not another Sadie Heights problem.

Mr. Bill Delrow – 408 Stonegate Trail – the Commission needs to see the study by ISE for the current issue in Sadie Heights. When land is disturbed, it loses its natural ability, and the water has to go somewhere. The project may have a retention pond, but that hasn't worked in other areas, how will it work in this case. There is also not enough capacity for the water/sewer required. There will be more

traffic on Keith Drive and Main Street. Project should not be allowed until proper infrastructure is in place.

Julie Foy – 2001 Main Street – concerned with stormwater runoff and the amount that currently flows onto their property; infrastructure is aged and needs replacing, and a hydrology report should be done to show where the water will flow and ISE has been contracted by the city to look at this same issue in other areas of the city and the same should be done in this area before allowing it to proceed. Traffic will also be a concern.

Chairman Edwards called for any further comments; there being none the public hearing was closed at 7:12pm.

Chairman Edwards asked staff for clarification on the parcel not in the city and the conditions recommended. Mr. Wood confirmed the conditions with one being the owner must request annexation into the city and follow the proper filing process. Mr. Bryant had further comment in regards to stormwater and advised half of the property flows to Rozar Park on Keith Drive and the other to Main Street; there will be a detention pond and advised per regulations they cannot increase what is currently there and during studies all conveyances are examined and have to be ten percent of and review to make sure the level of service does not change. Mr. Bryant advised they could do a detailed analysis and see what flow impacts are and can do modifications to show impacts in surrounding neighborhoods. Mr. Bryant advised there is a deceleration lane noted. Commissioner Hayes asked if this additional information could be provided to the Commission; Mr. Bryant advised that at this time no, as what is before the Commission is the preliminary plat approval to confirm that the zoning requirements are met, which does not pertain to the design of the development. Commissioner Guidry asked Mr. Bryant if he has ever done a project similar to this elsewhere; Mr. Bryant advised he has done numerous projects but no two are alike. Mr. Bryant advised the Commission again, what's before them is approval for the preliminary plat, not the site review, once and if an approval is received, they will begin their process for civil plans and submittal to the city, which will review all requirements. Chairman Edwards is sympathetic to the concerns, but the aging infrastructure is the city's responsibility. Commissioner Mehserle noted the current administration has been proactive with addressing aging infrastructure and is making strides, but this parcel is privately owned and the owner has the right to develop at its highest and best use, and the preliminary plat meets the requirements and asking for a hydrology report to evaluate what can be done to relieve future problems for an area that is not their responsibility does not fall to that owner.

Commissioner Mehserle motioned to approve the preliminary plat as submitted with the following conditions: 1). Approval of Lots 98-138 is subject to parcel 000570 008000 being annexed into the City of Perry and zoned R-1 and 2). 5'-wide sidewalks shall be installed along one side of portions of Road A, Road B, and Road D as indicated on the proposed sidewalk map prepared by the City Planning Staff; Commissioner Ross seconded; Commissioners Butler, Guidry, and Jefferson were opposed; resulting vote 4 to 3 for approval with Chairman Edwards voting for approval.

9. New Business

Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on May 7, 2024)

A. **SUSE-0035-2024.** Special exception to reduce minimum house size for property located at 738 Elaine Street. The applicant is Houston County Habitat for Humanity.

Mr. Wood advised while there is a building permit in review for 738 Elaine Street, the applicant is requesting a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are: 786 square feet for a two-bedroom house; 980 square feet for a three-bedroom house; and 1100 square feet for a four-bedroom house. They further

state they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet. Habitat properties are normally located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods. All single-family residential districts require houses with a minimum heated square footage of 1500. Mr. Wood read the staff report, along with responses. Staff recommends approval of the special exception to reduce the size of the proposed house at 738 Elaine Street to 786 square feet. Staff further recommends that a blanket special exception to reduce minimum house size be granted to Houston County Habitat for Humanity, subject to the following conditions: 1). The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses and 2). The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

Chairman Edwards opened the public hearing at 7:53pm and called for anyone in favor of the request. Mr. Bill Goggin, Executive Director Habitat for Humanity advised they are increasing their presence in Perry and utilize infill lots to develop affordable housing and have this lot and three others to be done, thus the request for the blanket special exception. The 768 sq. ft for this particular lot is not one of their smaller homes, but if approved is consistent with the surrounding neighborhood.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 8:00pm.

Commissioner Butler motioned to recommend approval as submitted with the following conditions: 1). The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses and 2). The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods; Commissioner Ross seconded; all in favor and was unanimously recommended for approval.

10. Other Business – None

11. Commission questions or comments- None

12. Adjournment: there being no further business to come before the Commission the meeting was adjourned at 8:03pm.



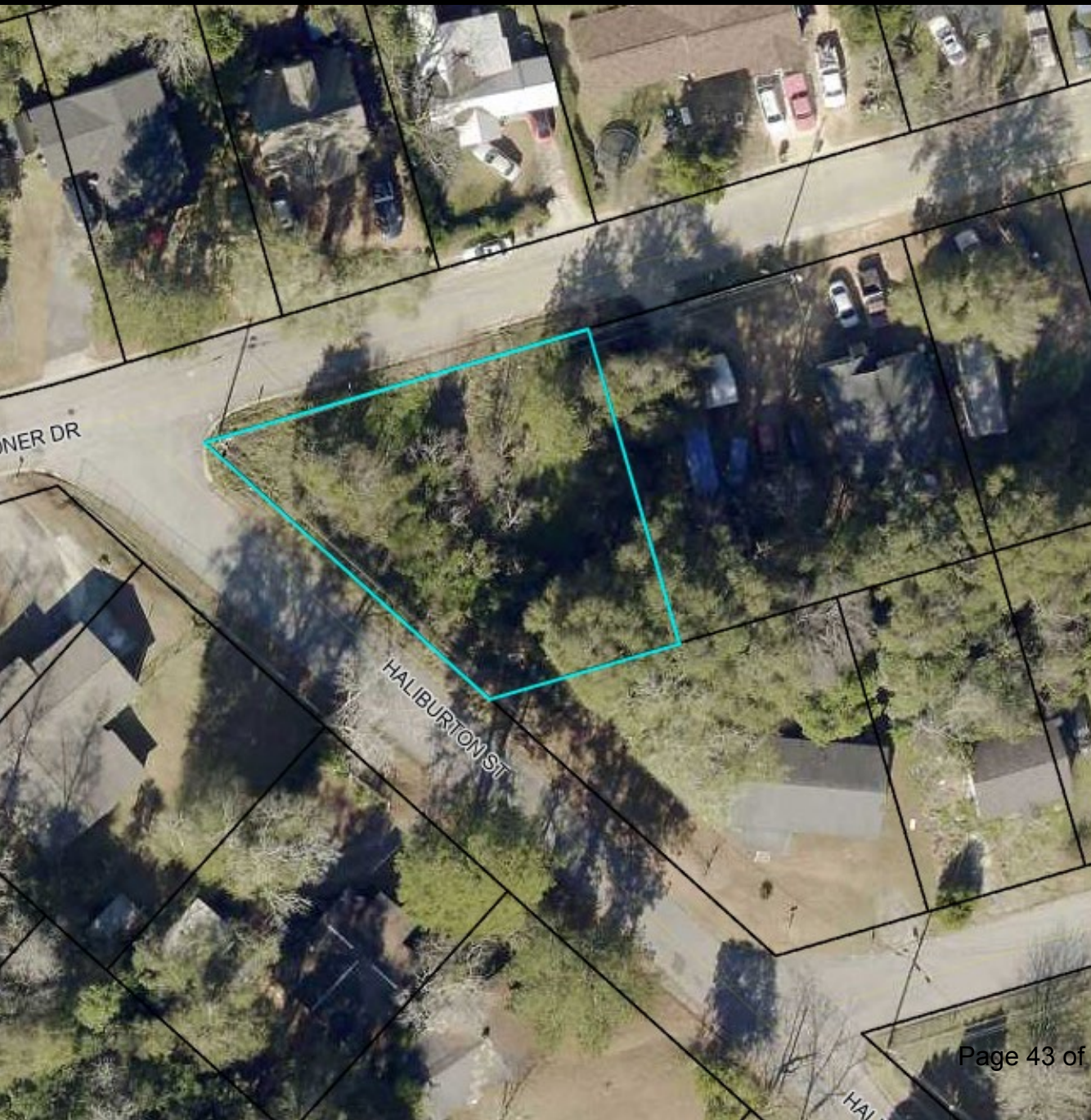
SUSE-0035-2024

Special Exception to
reduce the minimum house
size

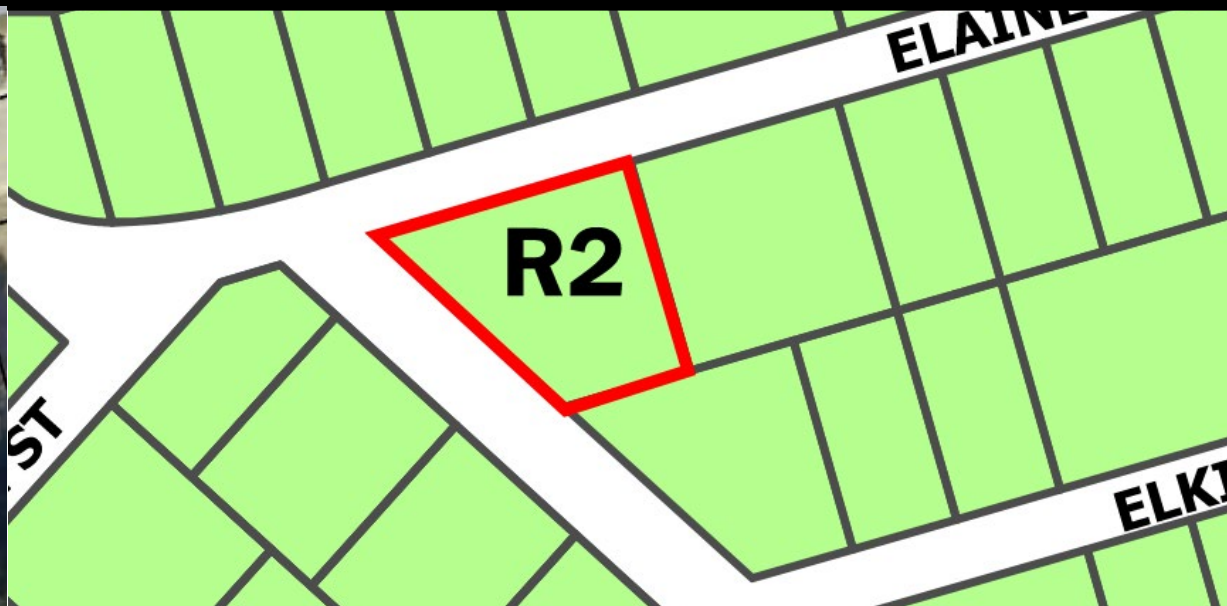
738 Elaine Street

The applicant is
Houston County Habitat for
Humanity

AERIAL IMAGERY



ZONING MAP



CHARACTER AREAS MAP



MINUTES

WORK SESSION OF THE PERRY CITY COUNCIL

Date: April 15, 2024, 5:00 p.m.
Location: PERRY CITY HALL
808 CARROLL STREET, PERRY, GA 31069

Officials Present: Mayor Randall Walker
Mayor Pro Tempore Robert Jones
Council Member Darryl Albritton
Council Member Phyllis Bynum-Grace
Council Member Joy Peterson
Council Member Willie King
Council Member James Moody

Staff: Lee Gilmour - City Manager
Brooke Newby - City Attorney
Robert Smith - Assistant City Manager
Keyiera Ezell - Assistant City Clerk
Holly Wharton - Economic Development Director
Mitchell Worthington - Finance Director
Bryan Wood - Director of Community Development
Chief Lee Parker- Fire and Emergency Services Department
Chief Alan Everidge - Police Department
Ansley Fitzner - Public Works Superintendent
Jenny Burdeshaw - Human Resources Director
Tabitha Clark - Communications Manager
Amber Howell - Communications Specialist
Emily Carson - Community Planner

Others Present: Guest: Dan Rhodes

1. Call to Order:

Mayor Randall Walker, Presiding Officer, called to order the work session of the Perry City Council held April 15, 2024 at 5:00 p.m.

2. Roll:

The above were in attendance for a quorum.

3. Citizens with Input:

none

4. Items of Review/Discussion:

4.a Office of the City Manager

1. In His Glory Praise & Worship Center asset request - Mr. L. Gilmour.

Administration shared with Mayor Walker and Council a request from In His Glory Praise & Worship Center for the transfer of the HVAC units at the old city hall. Administration advised since the city cannot directly transfer the units to the public, it is recommended the center contact the contractor selected for the removal of the building to negotiate the transfer.

4.b Community Development Department

1. Oldfield & Hill Top Small Area Plan Update Presentation - Ms. E. Carson.

Ms. Carson presented a review of the Oldfield & Hill Top small area plan to Mayor Walker and Council. Ms. Carson stated the developing plan relies heavily on resident and property owner engagement and would need to be adopted by Council once it is completed. Ms. Carson advised the Oldfield and Hill Top plan is one of three plans the Community Development Department hopes to complete. The other collaborative plan locations listed are New Hope and Five Points and Sand Hill and Creekwood. Ms. Carson stated the plan uses the "SEES" (Seek, Educate, Empower, and Serve) method to boost community engagement and to execute the plan draft that will be presented to Council for consideration. Ms. Carson stated the overall goal of the small area plan is to meet the community needs through partnering with other local resources, organizations and utilizing minimal use of the city's funds and resources. Ms. Carson advised Community Development hosted community walks, pop-up events, and meetings at community staples to gather information on what was important to the community. Ms. Carson stated they received 80 survey responses from the residents of Oldfield and Hill Top with 62% of the residents living in Perry for 10 years or more. The results of the survey

showed the residents are interested in seeing significant improvement to the city's infrastructure, park improvements, the renovation of vacant houses, grocery store options within a 10 min walking distance, and increased homeownership opportunities for existing Perry residents. Ms. Carson advised some of the challenges were housing affordability, access to public transportation, and housing choices. Ms. Carson advised Council that residents are interested in forming Neighborhood Watch groups to help deter crime, support beautification efforts, and advocate for their neighborhoods. Ms. Carson advised Mayor Walker and Council the pop-up farmers market and upcoming job fair are two responses to the needs and request of the residents in the Oldfield and Hill Top community. Ms. Carson stated the next steps are to draft the plan, submit the plan for management review, provide a public comment period, and finally present a finalized plan to Mayor and Council for adoption. Administration advised Mayor Walker and Council it is important to be aware that the outcome of this first plan will set the standard for what is to be expected for the remaining two areas. Administration stated due to limited and unavailable resources some needs are unable to be met.

4.c Economic Development Department

1. Proposed Technology and Entrepreneurship Advisory Board - Ms. H. Wharton.

Ms. Wharton reviewed with Mayor Walker and Council a request for concurrence to move forward with next steps to establish a Technology and Entrepreneurship Advisory Board. Ms. Wharton stated the creation of the Advisory Board is in line with the Economic Development Strategic plan and Economic Development focus area. Ms. Wharton advised Mayor Walker and Council the creation of the Board will help with future development since the University of Georgia Precision Agriculture Research Farm will be located at the Fair Grounds here in Perry. Ms. Wharton stated the Advisory Board is industry focused and helps execute continuing support for entrepreneurs and creating an ecosystem where entrepreneurs can thrive. Ms. Wharton advised the Advisory Board would consist of seven members and would hold regular meetings that would be open to the public. Ms. Wharton stated she would work closely with the City Attorney formally outline the bylaws and

guidelines of the newly created Board. Council concurred to move forward with the establishment of the board.

5. Council Member Items:

Mayor Pro Tempore Jones inquired about a traffic light being installed on Langston Road at the 41 and 127 intersections due to increased traffic and requested an update on the status of the stormwater solutions following the approval of The Orchard on Main preliminary plat at the April 8, 2024 Planning Commission meeting. Administration advised crews have been granted access to two of the three properties to conduct surveys and are working on making a determination on their findings. Administration stated we do not have access to one of the properties, but they have been in communication. Mayor Pro Tempore Jones requested to consider continuing the committee in a proactive manner than a reactive manner.

Councilmember Peterson inquired if part of the preliminary plat was not currently apart of the city. Mr. Wood stated the builder has a design plan that includes the property being annexed into the city. Mr. Wood advised the layout of the design is set that if the property is not annexed into the city, it will not affect the development plan. Mr. Wood stated the Planning Commission approval was subject to a condition that a portion would have to be annexed into the city. Councilmember Peterson requested we don't move forward with development until a hard-core stormwater study by ISE is completed.

Administration stated a drainage study can be authorized by Council as a proactive step before the development of the subdivision.

6. Department Head/Staff Items:

Ms. Wharton shared a copy of the State of the Base 2023 Economic Impact Statement with Mayor Walker and Council.

Ms. Fitzner advised of the Spring Cleanup beginning next week on April 20, 2024.

7. Mayor Items:

April 16, 2024 pre council meeting at 5 p.m.

April 16, 2024 regular council meeting at 6 p.m.

8. Executive Session (If required):

n/a

9. Action After Executive Session (As needed):

n/a

10. Adjournment:

There being no further business to come before Council in the work session held on April 15, 2024, Mayor Pro Tempore Jones motioned to adjourn the meeting at 6:12 p.m.; Councilmember Peterson seconded the motion, and it carried unanimously.

MINUTES

PRE COUNCIL MEETING OF PERRY CITY COUNCIL

Date: April 16, 2024, 5:00 p.m.

Location: PERRY CITY HALL
808 CARROLL STREET, PERRY, GA 31069

Officials Present: Mayor Randall Walker
Council Member Darryl Albritton
Council Member Phyllis Bynum-Grace
Council Member James Moody

Officials Absent: Mayor Pro Tempore Robert Jones
Council Member Joy Peterson
Council Member Willie King

Staff: Lee Gilmour - City Manager
Brooke Newby - City Attorney
Robert Smith - Assistant City Manager
Keyiera Ezell - Assistant City Clerk
Holly Wharton - Economic Development Director
Mitchell Worthington - Finance Director
Curtis Coates - Director of Leisure Services
Chief Lee Parker- Fire and Emergency Services Department
Chief Alan Everidge - Police Department
Ansley Fitzner - Public Works Superintendent
Jenny Burdeshaw - Human Resources Director
Tabitha Clark - Communications Manager
Amber Howell - Communications Specialist
Chad McMurrian - Engineering Services Manager
Emily Carson - Community Planner

Others Present: Guest: Alisa Neaves, Johnathan Johnson - NAACP
Media: Sandra Hernandez - Houston Home Journal

1. Call to Order:

Mayor Randall Walker, Presiding Officer, called to order the pre council meeting of the Perry City Council held April 16, 2024 at 5:00 p.m.

2. Roll:

The above were in attendance for a quorum.

3. Citizens with Input:

Alisa Neaves, 124 Gwendolyn Ave, stated her concerns about drainage issues with her newly constructed home and unauthorized Police presents at her residence.

Johnathan Johnson, 1028 Feagin Mill Road, stated the NAACP is in support of Ms. Neaves and will assist her with resolution of her concerns and issues.

4. Items of Review/Discussion:

4.a Discussion of April 16, 2024 council meeting agenda.

4e. Employee years of service awards. Ms. Burdeshaw will present employees with a certificate and pin to recognize those who have worked for either 5, 10, 15, 20, or 25 years.

4f(1). Summer Pop-up Market at Hafley Park, Monthly from June until August, from 3:00 p.m. to 7:00 p.m. Ms. Carson will present a special event request for Council's consideration to hold a monthly pop-up Farmers Market at Hafley Park in the regular Council meeting. The Pop-up would be held on the last Friday of each month and no city services are requested.

7a(1). **Second Reading** of an ordinance to rezone property from R-2, Single-Family Residential to C-3, Central Business. The property is located at 1015 Northside Dr; Tax Map No. 0P0020 020000. Ms. Carson will review the rezoning request for Council's consideration during the regular meeting.

10b(1). **First Reading** of an ordinance to amend Chapter 5a, Fire Protection of the City Code, to add Article IV, Special Operations and Response. Ms. Newby advised Council this is a first reading of an ordinance to allow the city to incorporate Fire Recovery Services in response to motor vehicle accidents with hazardous materials involved. Ms. Newby stated the ordinance also allows the creation of a fee schedule and litigation rates for hazmat services. *(No action is required by Council)*

10c(1). RIQ 2024-08 Demolition of 803 Commerce Street (Former PVO Building). Mr. Worthington advised Council his office received a single responsive bid for the demolition of the old PVO building. Staff recommends approval of the bid to Southern Equipment, LLC in the amount of \$23,000.00.

10d(1) Resolution authorizing the Assistant City Clerk to fill the role of City Clerk in the absence of the City Clerk. Ms. Newby informed Council that, since the establishment of the Assistant City Clerk position, this resolution aims to affirm and authorize the Assistant City Clerk to attest documents in the absence of the City Clerk.

10d(2) Resolution declaring certain asset(s) surplus. Mr. Worthington advised Council this is a resolution to declare a 2008 Ford F-205 truck as surplus.

10d(3) Resolution accepting a donation of property from RCS Unlimited Properties, LLC. Ms. Newby advised Council this is a resolution to accept 1.12 acres located at the Hampton Court Extension to be used as a right-of-way. Ms. Newby stated a Certificate of Title and survey of the property was provided.

10d(4) Resolution to amend the City of Perry Fee Schedule. Administration advise Council this is a resolution to make the following amendments to the Perry Fee Schedule. 1. Adjust the hydrant water meter charge to provide income to purchase additional meters as needed. The practice is a customer places a deposit for a meter but does not return it for several years. 2. Provide an hourly charge for use of the gym at the James E. Worrall Community Center during the week. The fee will be \$27 an hour from 8:00 a.m. to 4:00 p.m. and \$37 an hour from the hours of 4:00p.m. to 10:00 p.m. Administration advised there is currently no charge for the gym. 3. Reduce the toter customer's charge by \$2.00 a month due to the suspension of the recycling program. 4. Add a toter charge to the building permit process to pay for new toter at site.

10e. PM AM Corporation Crime Disruptor Software Agreement. Chief Everidge advised Council this is a software that will be purchased through the crime suppression grant. Chief Everidge stated the software will be interfaced with the dispatch software and record management system to track where crimes are being committed.

10f. City Park Camera Plan. Chief Everidge advised Council this is a request to install cameras in 17 park locations. The purchase and

installation of the cameras would be funded through the crime suppression grant.

10g. Perry-Houston County Airport Authority land transfer request. Administration advised Council this is a request for a portion of land owned by the city to be transferred to the Authority. Administration recommends approval of the transfer.

10h. Southern Sky Fourth of July Fireworks Contract. Ms. Clark informed the Council that this is a request for approval of the contract to execute a 20-minute fireworks display during the Fourth of July event in downtown Perry. She mentioned that the contract has been reviewed by the City Attorney, and all required documents have been presented. Additionally, Ms. Clark indicated that there is a potential sponsor for the event.

10i. Fire Recovery USA Service Agreement. Ms. Newby advised Council this is a service agreement with Fire Recovery USA to assist the Fire Department with billing insurance companies for the motor vehicle accident calls involving hazardous materials. Ms. Newby stated the compensation for providing these services is a net 22%.

10j. Water Tank Agreement with Link Snacks, Inc. Ms. Newby submitted a request to table this agenda item until the next Council meeting to allow time to review revisions to the contract.

5. Council Member Items:

none

6. Executive Session (If required):

n/a

7. Action After Executive Session (As needed):

n/a

8. Adjournment.

There being no further business to come before Council in the pre council meeting held April 16, 2024, Councilmember Moody motioned to adjourn the meeting at 5:27 p.m.; Councilmember Albritton seconded the motion and it carried unanimously.

MINUTES

REGULAR MEETING OF THE PERRY CITY COUNCIL

Date: April 16, 2024, 6:00 p.m.
Location: PERRY CITY HALL
808 CARROLL STREET, PERRY, GA 31069

Officials Present: Mayor Randall Walker
Council Member Darryl Albritton
Council Member Phyllis Bynum-Grace
Council Member James Moody

Officials Absent: Mayor Pro Tempore Robert Jones
Council Member Joy Peterson
Council Member Willie King

Staff: Lee Gilmour - City Manager
Brooke Newby - City Attorney
Robert Smith - Assistant City Manager
Keyiera Ezell - Assistant City Clerk
Holly Wharton - Economic Development Director
Mitchell Worthington - Finance Director
Bryan Wood - Director of Community Development
Curtis Coates - Director of Leisure Services
Chief Lee Parker- Fire and Emergency Services Department
Chief Alan Everidge - Police Department
Ansley Fitzner - Public Works Superintendent
Jenny Burdeshaw - Human Resources Director
Tabitha Clark - Communications Manager
Amber Howell - Communications Specialist
Chad McMurrian - Engineering Services Manager
Emily Carson - Community Planner

Others Present: Guest(s): Jennell Craig - Middle Georgia Association of Realtors,
Joe Sedek - Perry High School Theatre Director, Perry High
School Theatre Department Students, O'tania Jenkins - Georgia
811, Robert Cunningham, and Kevin Gore - Chief Building
Official.
Media: Sandra Hernandez - Houston Home Journal

1. Call to Order:

Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held April 16, 2024 at 6:00 p.m.

2. Roll:

The above were in attendance for a quorum.

3. Invocation and Pledge of Allegiance to the Flag:

Councilmember Albritton rendered the invocation and Councilmember Bynum-Grace led the pledge of allegiance to the flag.

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

4.a Proclamation recognizing April 2024 as Fair Housing Month - Mayor Randall Walker.

Mayor Walker presented a proclamation to Ms. Jennell Craig with the Middle Georgia Association of Realtors in recognition of Fair Housing Month.

4.b Proclamation recognizing Perry High School Theatre Group as SETC National Champions - Mayor Randall Walker.

Mayor Walker presented a proclamation to the Director of Perry High School's Theatre Department, Mr. Joe Sendek, and the students of the Perry High School Theatre Department, recognizing them as SETC National Champions.

4.c Proclamation recognizing the Month of April as Safe Digging Month - Mayor Randall Walker.

Mayor Walker presented a proclamation to Ms. O'tania Jenkins with Georgia 811 in recognition of Safe Digging Month.

4.d Proclamation recognizing April 21-27, 2024 as Georgia Cities Week - Mayor Randall Walker.

Mayor Walker accepted a proclamation recognizing the week of April 21-27, 2024 as Georgia Cities Week.

4.e Employee years of service awards - Ms. J. Burdeshaw.

Ms. Burdeshaw presented employees with a certificate and pin to recognize those who have worked with the City of Perry for either 5, 10, 15, 20, or 25 years. Mayor Walker thanked all the employees for their hard work and years of dedication.

4.f Special Events:

1. Summer Pop-up Market at Hafley Park, Monthly from June until August, from 3:00 p.m. to 7:00 p.m. - Ms. E. Carson.

Ms. Carson presented a special event request for Council's consideration to utilize Hafley Park for holding a monthly pop-up Farmers Market on the last Friday of every month in June through August, from 3:00 p.m. until 7:00 p.m. Ms. Carson advised no city services are requested for the event. Councilmember Moody motioned to approve the special event; Councilmember Bynum-Grace seconded the motion and it carried unanimously.

5. Citizens with Input:

Robert Cunningham, 302 S Houston Springs Blvd, requested Council look into more handicap accessible parking during the Dogwood Festival and stated his approval of the cancellation of the recycling program.

6. Review of Minutes:

6.a Council's Consideration:

Councilmember Bynum-Grace motioned to approve the minutes as submitted; Councilmember Albritton seconded the motion and it carried unanimously.

7. Unfinished Business:

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

1. Second Reading

Second Reading of an ordinance to rezone property from R-2, Single-Family Residential to C-3, Central Business. The property is located at 1015 Northside Dr; Tax Map No. 0P0020 020000 - Ms. E. Carson.

Adopted Ordinance No. 2024-06 rezoning property from R-2, Single-Family Residential to C-3, Central Business. The property is located at 1015 Northside Dr; Tax Map No. 0P0020 020000.

Councilmember Bynum-Grace motioned to approve the ordinance

as submitted; Councilmember Moody seconded the motion and it carried unanimously. (*Ordinance No. 2024-06 has been entered into the City's official book or record.*)

8. Any Other Unfinished Business:

8.a Mayor Randall Walker

none

8.b Councilmembers

none

8.c City Attorney Brooke Newby

none

8.d City Manager Lee Gilmour

none

8.e Assistant City Manager Robert Smith

none

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

none

10. New Business:

10.a Matters referred from April 15, 2024 work session and April 16, 2024 pre council meeting.

none

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

1. First Reading

First Reading of an ordinance to amend Chapter 5A, Fire Protection of the City Code, to add Article IV, Special Operations and Response - Ms. B. Newby. (*No action required by Council.*)

Ms. Newby advised Council this is a first reading of an ordinance to allow the city to work with Fire Recovery Services to respond to motor vehicle accidents with hazardous materials involved. Ms. Newby stated the ordinance also allows the creation of a fee

schedule and litigation rates for hazmat services. *(No action is required by Council)*

10.c Award of Bid(s):

1. RIQ 2024-08 Demolition of 803 Commerce Street (Former PVO Building) - Mr. M. Worthington.

Mr. Worthington advised Council his office received a single responsive bid for the demolition of the old PVO building. Staff recommends approval of the bid to Southern Equipment, LLC in the amount of \$23,000.00. Councilmember Albritton motioned to award the bid to single bidder Southern Equipment, LLC in the amount of \$23,000.00; Councilmember Moody seconded the motion and it carried unanimously.

10.d Resolution(s) for Consideration and Adoption:

1. Resolution authorizing the Assistant City Clerk to fill the role of City Clerk in the absence of the City Clerk - Ms. B. Newby.

Adopted Resolution No. 2024-22 authorizing the Assistant City Clerk to Fill the Role of City Clerk in the absence of the City Clerk. Councilmember Bynum-Grace motioned to adopt the resolution as presented; Councilmember Albritton seconded the motion and it carried unanimously. *(Resolution No. 2024-22 has been entered into the City's official book of record.)*

2. Resolution declaring certain asset(s) surplus - Mr. M. Worthington.

Adopted Resolution No. 2024-23 declaring certain asset(s) surplus. Councilmember Albritton motioned to adopt the resolution as presented; Councilmember Moody seconded the motion and it carried unanimously. *(Resolution No. 2024-23 has been entered into the City's official book of record.)*

3. Resolution accepting a donation of property from RCS Unlimited Properties, LLC - Ms. B. Newby.

Adopted Resolution No. 2024-24 accepting a donation of property from RCS Unlimited Properties, LLC. Councilmember Bynum-Grace motioned to adopt the resolution as presented; Councilmember Albritton seconded the motion and it carried unanimously. *(Resolution No. 2024-24 has been entered into the City's official book of record.)*

4. Resolution to amend the City of Perry Fee Schedule - Mr. L. Gilmour.

Adopted Resolution No. 2024-25 to amend the City of Perry Fee Schedule. Councilmember Albritton motioned to adopt the resolution as presented; Councilmember Moody seconded the motion and it carried unanimously. *(Resolution No. 2024-25 has been entered into the City's official book of record.)*

- 10.e PM AM Corporation Crime Disruptor Software Agreement - Chief A. Everidge.

Councilmember Albritton motioned to approve the PM AM Corporation Crime Disruptor Software Agreement; Councilmember Moody seconded the motion and it carried unanimously.

- 10.f City Park Camera Plan - Chief A. Everidge.

Councilmember Bynum-Grace motioned to approve the City Park Camera Plan; Councilmember Albritton seconded the motion and it carried unanimously.

- 10.g Perry - Houston County Airport Authority land transfer request - Mr. L. Gilmour.

Councilmember Albritton motioned to approve the Perry-Houston County Authority land transfer request; Councilmember Moody seconded the motion and it carried unanimously.

- 10.h Southern Sky Fourth of July Fireworks Contract - Ms. T. Clark.

Councilmember Bynum-Grace motioned to approve the Southern Sky Fourth of July Fireworks Contract; Councilmember Albritton seconded the motion and it carried unanimously.

- 10.i Fire Recovery USA Service Agreement - Ms. B. Newby.

Councilmember Albritton motioned to approve the Fire Recovery USA Service Agreement; Councilmember Moody seconded the motion and it carried unanimously.

- 10.j Water Tank Agreement with Link Snacks, Inc. - Ms. B. Newby.

** Ms. Newby submitted a request to table this item until the next Council meeting to allow time to review revisions to the contract. **

Councilmember Albritton motioned to table the Water Tank Agreement with Link Snacks, Inc.; Councilmember Moody seconded the motion and it carried unanimously.

11. Council Members Items:

Councilmember Albritton inquired if the Fire Recovery Agreement is the same information given in a previous presentation. Ms. Newby stated yes, it is the same information.

12. Department Heads/Staff Items:

Mr. Coates advised Council of the fishing rodeo on Saturday April 20, 2024 from 8:00 a.m. until 12:00 p.m.

Ms. Carson thanked Mayor Walker and Council for the approval of the monthly farmers market pop-up and presented them a copy of an email she received from a resident in favor of the monthly market.

Chief Parker advised Council of a request to host the Junior Fire Academy. Chief Parker stated the academy would be offered to 7th and 8th graders from June 10th through June 14th from 8:00 a.m. until 3:30 p.m. Chief Parker stated the maximum allotment for registries is 20. Councilmember Albritton motioned to approve the request as presented; Councilmember Bynum-Grace seconded the motion and it carried unanimously.

Chief Everidge advised Council of the Beyond the Badge community conversation event on April 18, 2024 at Oldfield Park from 5:00 p.m. until 7:00 p.m.

Ms. Burdeshaw advised Council about the open seasonal position of Splash Pad Operator.

13. General Public Items:

none

14. Mayor Items:

April 30th, Special Called Meeting

May 6th, work session

May 7th, pre council and regular council meetings

15. Executive Session (If required):

n/a

16. Action After Executive Session (As needed):

n/a

17. Adjournment.

There being no further business to come before Council in the regular council meeting held April 16, 2024, Councilmember Bynum-Grace motioned to adjourn the meeting at 6:54 p.m.; Councilmember Albritton seconded the motion and it carried unanimously.



Where Georgia comes together.
Memorandum

To: Mayor and City Council
From: Bryan Wood, Community Development Director
Date: April 26, 2024
Re: Request for Support of LIHTC Application

The City's Housing Team has been talking to Oscar Coronado of Olympia Construction, Inc. over the past year about his company's interest in building an apartment development in Perry using Georgia DCA's 9% tax credit program. We discussed several locations around the City which would make the most competitive application. The City's Strategic Plan includes a strategy to "Locate a new multi-family housing development in the Sand Hill neighborhood." However, suitable property in Sand Hill is not available. Based on DCA's scoring standards for the 2024/2025 application cycles, Mr. Coronado is proposing to develop two parcels consisting of about 5.88 acres on Lect Drive on the edge of the Creekwood neighborhood (see attached location map). Creekwood is located across Gen. Courtney Hodges Blvd. from Sand Hill.

The subject properties are zoned IMU, Interstate Mixed-Use District, as part of the form-based code. Multi-family developments are permitted in this district without special exception review. During the permit review process, staff will ensure the development complies with the form-based design standards.

The project is proposed as two phases consisting of 72 dwelling units total. Overall density will be 12.25 dwelling units per acre. The first phase, for the 2024 application cycle, will consist of one 3-story building comprised of 24 dwelling units (12 two-bedroom units, 12 three-bedroom units), a community building, and amenities. The 2nd phase will be requested in 2025, details of which will be presented for Council support at that time.

The development will accommodate families earning between \$32,000 and \$64,020 per year, based on current area median income (AMI). Vouchers will not be included.

The proposal is consistent with the Strategic Plan goal to "Increase the supply of quality housing for all income levels." Therefore, the Housing Team recommends the City support this application.

The applicant's written request and concept site plan for phase one are attached. Mr. Coronado will attend the work session and Council meetings on May 6th and 7th to provide more details and to answer your questions.





OLYMPIA DEVELOPMENT, LLC.

Thursday, April 25, 2024

Via email to: bryan.wood@perry-ga.gov

Bryan Wood

Community Development Director

741 Main Street. Perry, GA 31069

Olympia Development is formally requesting the support of the City of Perry and the Perry GICH team for our proposed development, which will be known as Perry Commons. This is the first phase of a planned development, starting with a family-oriented development, including 24 apartment units, to be located on Lect Drive in the city of Perry. We anticipate developing a second and final phase in 2025, including 48 apartment units for a total of seventy-two (72) apartment homes. The need for affordable housing in our community is pressing, with conversations with the Perry Housing Authority revealing a waiting list of over 400 individuals looking for affordable housing in the city.

The first phase of the development will consist of twelve (12) 2-bedroom, 2-bathroom, and twelve (12) 3-bedroom, 2-bathroom apartment homes. The community will include family-oriented amenities such as a playground, outdoor gathering space, and an activity center. The second phase will include additional amenities to be determined and complement those offered in the first phase. This development is proposed within the limits of the city of Perry Urban Redevelopment Plan and in an area with no recent housing development, at the edge of commercial properties – mostly hotels – and encompasses two parcels that are currently vacant, used for unauthorized parking of semi-trucks and also a cut-through between Floyd St. and Lect Dr. We are confident that with the guidance of the city of Perry Community Development office, the city of Perry GICH board, and other officials, this community will be an asset to the city, will spur development in the southern part of town and, will be an ideal transition from commercial to residential.

Perry Commons will be an affordable community; more specifically, it will serve households earning 50% and 60% of the Houston County-Warner Robins MSA and families earning between \$32,200 to \$64,020 annually (Numbers based on HUD-2023 AMI report). The property will NOT include vouchers, so residents have to prove and pass the income qualification test. The reduced rent will be based upon the corresponding bracket (50% or 60% AMI), and discounted to allow residents to budget for other utilities (Water, Sewer, Power). This approach has proven to be extremely beneficial to working-class families and an introduction to workforce housing development. It is also proven that the development of affordable housing creates a ripple effect that boosts the economy 5.79 times (average) for every net dollar of state income tax invested; this includes between 0.5 to 2 times more than what the construction business spent in the local economy. Additionally, the average development employs 172 people during construction (full and part-time), promoting employment growth in the area. This development will not only address the

* University of Georgia. Revisiting the Economic Impact of Low-Income Housing Tax Credits in Georgia

housing needs of our community but also contribute significantly to the local economy, fostering a sense of optimism and growth.

Olympia Development is a part of the Olympia Construction Family; our group Develops (Olympia Development), Builds (Olympia Construction), and Manages (Olympia Management) our properties in more than 90 communities within 5 States; with hard work and effort, Olympia has earned during the past 30 plus years- a place of recognition within the affordable housing community. Olympia Construction, Inc., the contractor for this proposal, is the owner and developer of over 2,000 affordable units and has constructed over 7,000 dwelling units, with approximately 6,000 of those utilizing Tax Credits as the primary source of financing. Olympia Management will manage the property during its compliance period and beyond, as has been proven with all the other properties in our portfolio.

Please do not hesitate to contact us with any questions or concerns.

Olympia Development, LLC,

Oscar Coronado

LEGEND		UNIT TYPE	COUNT
1	UNIT 'A' - TWO BEDROOM	UNIT 'A' - TWO BEDROOM - HANDICAP/R-SHOWER	10 UNITS
2	UNIT 'Ahes'	UNIT 'Ahes' - TWO BEDROOM - SENSORY	1 UNIT
3	UNIT 'Asi'	UNIT 'Asi' - TWO BEDROOM - SENSORY	1 UNIT
4	UNIT 'B'	UNIT 'B' - THREE BEDROOM	11 UNITS
5	UNIT 'Bhc'	UNIT 'Bhc' - THREE BEDROOM - HANDICAP	1 UNIT
TOTAL UNITS			24 UNITS
SITE AREA:			2.0 ACRES±
ZONING REQUIREMENTS		REQ'D	ACTUAL
ZONING: C-3			
SETBACKS:		FRONT	10'
		SIDE	N/A
		REAR	25'
PARKING SPACES:			36
			48

OWNER
 TBD, L.P.
 P.O. BOX 1909
 ALBERTVILLE, ALABAMA 35950

ARCHITECT
 MCKEAN & ASSOCIATES, ARCHITECTS, LLC
 2315 EASTCHASE LANE
 MONTGOMERY, ALABAMA 36117

AMENITY LEGEND	
1	COMMUNITY BUILDING
2	EXTERIOR GATHERING AREA
3	ON-SITE LAUNDRY
4	NOT USED
5	COVERED PAVILION W/ PICNIC/BBO FACILITY
6	EQUIPPED PLAYGROUND



CONCEPTUAL SITE PLAN

AGREEMENT

This Agreement made and entered into this 16th day of April, 2024, by and between **LINK SNACKS, INC.**, a Wisconsin corporation (hereinafter referred to as the “**Company**”), and the **CITY OF PERRY, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as the “**City**”), each a “Party” and collectively referred to as “Parties”.

WHEREAS the Company will be constructing a protein snacks manufacturing facility within the City in Houston County, Georgia; and

WHEREAS the Company will be constructing its facility on real property owned by the Development Authority of Houston County (“DAHC”), leased to the Company, and consisting of approximately 120 acres, which is part of a larger tract of land commonly referred to as the Houston County GRAD Site located approximately at 720 Perry Parkway, Perry, GA; and

WHEREAS the City has been scouting locations in the area of the Houston County GRAD Site on which to construct a ground storage water tank to service that portion of the City with a high pressure water zone; and

WHEREAS the Company will require certain water volume and pressure to satisfy its fire protection requirements and manufacturing facility’s needs; and

WHEREAS the Company and City are interested in working together to locate and construct a ground storage water tank that can benefit both Parties; and

WHEREAS the City and DAHC agreed to a site location for the City to construct its ground storage water tank adjacent to the Company and the DAHC has conveyed ownership of 1.53 acres of the GRAD Site to the City by Limited Warranty Deed, of record in Deed Book 10325, Page 117, Clerk’s Office, Houston Superior Court; and

WHEREAS the DAHC has also conveyed the necessary ingress and egress and drainage and utility easements to the City for the ground water storage tank, said easement being of record in Deed Book 10325, Page 119, said Clerk's Office;

NOW THEREFORE, for and in the consideration of the benefits flowing to each Party and other good and valuable consideration it is hereby agreed by the Parties as follows:

1. The City will construct a ground storage water tank, a booster pump building containing pumps, and a generator (hereinafter the "Improvements") on the 1.53 acres conveyed out of the Houston County GRAD Site to the City, which will be operational no later than March 31, 2025.
2. The City will utilize the Improvements to service the Company's water needs, and will provide the reserve capacity of 375,000 gallons in the City's 1,000,000 gallon ground storage tank that the Company requires to satisfy the minimum requirements necessary for its fire protection and manufacturing operations, provided that no later than February 3, 2025, the City shall provide Company with access to temporary or permanent water supply at 70 pounds per square inch for the sole purpose of testing the Company's on-site fire system.
3. In exchange for the above, the Company agrees to contribute the sum of two-hundred forty-thousand dollars (\$240,000.00) towards the costs of the Improvements, payable to the City upon execution of this Agreement.
4. Miscellaneous Provisions
 - a. Governing Law. The governing law of this Agreement shall be the laws of the State of Georgia.
 - b. Successors and Assigns. This Agreement shall, except as otherwise stated herein, be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns.
 - c. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event any such provision is held to be invalid, illegal, or unenforceable, the parties hereto shall make commercially reasonable efforts to agree on a provision in substitution for such invalid, illegal or unenforceable provision that is as near in economic benefit as

possible to the provision found to be invalid, illegal or unenforceable.

- d. Notices. Any notice, request, demand, claim or other communication under this Agreement shall be in writing and shall be duly given or made (a) when personally delivered to the intended recipient; (b) five days after it is sent by certified, first class mail, return receipt requested, postage prepaid; or (c) three days after it is sent by any recognized national courier service, to the following addresses of the recipients:

IF TO THE COMPANY:

General Counsel
LINK SNACKS
600 Hennepin Ave
Suite 120
Minneapolis, MN 55403

IF TO CITY OF PERRY:

City of Perry, Georgia
1211 Washington Street
P.O. Box 2030
Perry, GA 31069
Attn: Assistant City Manager
robert.smith@perry-ga.gov

- e. Entire Agreement; Amendment. Except as stated to the contrary herein, or except as may be stated in future Agreements executed by and binding upon the applicable parties to this Agreement, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. None of the parties shall be bound by any terms, conditions, statements or representations (oral or written) not herein contained. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by all Parties.
- f. Time of Essence. Time is expressly declared to be of the essence with respect to the matters addressed in this Agreement.
- g. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
- h. Mediation. The Parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement and will agree to mediate any

dispute with a qualified mediator acceptable to the Parties in case such dispute cannot be amicably resolved. Any such mediation shall be conducted in Atlanta, Georgia or such other place as may be mutually agreed upon by the Parties with the expenses of the mediation being borne equally among the Parties.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

CITY OF PERRY, GEORGIA

RANDALL WALKER, Mayor

(SEAL)


ATTEST: _____
ANNIE WARREN, City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

LINK SNACKS, INC.

WITNESS:



By: 
BRANDON WALTERS, Chief Operating
Officer

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING CHAPTER 5A – FIRE PROTECTION, BY ADDING ARTICLE IV – SPECIAL OPERATIONS AND RESPONSE

WHEREAS, the City of Perry Fire and Emergency Services is regularly required to respond to motor vehicle incidents requiring the control of hazardous materials; and

WHEREAS, Georgia law requires all drivers to maintain valid motor vehicle insurance in order to cover the assessment and stabilization of hazardous materials in motor vehicle incidents; and

WHEREAS, the City of Perry incurs expenses as a result of the aforementioned duties and wishes to adopt a fee schedule to mitigate such costs; and

WHEREAS, the Council of the City of Perry deems it in the best interest of the City to amend the Code of the City of Perry as hereinafter set forth.

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PERRY, that the Code is amended as follows:

1.

By adding **ARTICLE IV – SPECIAL OPERATIONS AND RESPONSE** to **Chapter 5A – FIRE PROTECTION** to read as follows:

ARTICLE IV – SPECIAL OPERATIONS AND RESPONSE

Sec. 5A-40. Mitigation Rates for Motor Vehicle Incidents.

The following mitigation rates for motor vehicle incidents will be assessed on a per hour basis. The mitigation rates may increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance to keep the City’s cost recovery program in conformity with increasing operating expenses.

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal.

Level 3 – CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 4 - Extrication - \$1,811.00

Includes Levels 1 & 2 services as well as extrication (heavy rescue tools, ropes, airbags, cribbing etc.).

Level 5 - Creating a Landing Zone - \$553.00

Includes Levels 1, 2, and 4 services as well as Air Care (multi-engine company response, mutual aid, helicopter).

Level 6 - Itemized Response: The City of Perry reserves the right to treat each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed

usual, customary and reasonable (UCR). The mitigation rates for any such incident will be itemized per apparatus, per personnel, plus products and equipment used.

Sec. 5A-41. Mitigation Rates for Hazmat Services.

The following mitigation rates for hazmat incidents will be assessed on a per hour basis. The mitigation rates may increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance to keep the City’s cost recovery program in conformity with increasing operating expenses.

HAZMAT

Level 1 - \$972.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$3,473.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$8,199.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

2.

In the event any section, paragraph, subpart, sentence, clause, phrase, or word of the Ordinance shall be declared or adjudged unconstitutional or invalid by an Court, such declaration or adjudication shall not affect the remaining portions of this Ordinance which shall remain in full force and effect as if the portions declared invalid or unconstitutional had never been enacted into law.

3.

All laws, ordinances or resolutions, or parts hereof, in conflict with provisions of this Ordinance are hereby repealed.

SO ENACTED this 7th day of May, 2024.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: April 16, 2024
2nd Reading: May 7, 2024

Summary for Case: SUSE-0035-2024	
Request:	<p>Special Exception to allow a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are:</p> <ul style="list-style-type: none"> 786 square feet for a two-bedroom house; 980 square feet for a three-bedroom house; and 1100 square feet for a four-bedroom house. <p>They further state that they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet.</p>
Location:	738 Elaine Street
Planning Commission Recommendation:	Approval of application.





Where Georgia comes together.

STAFF REPORT

From the Department of Community Development

4/11/2024

CASE NUMBER: SUSE-0035-2024

APPLICANT: Houston County Habitat for Humanity

REQUEST: A Special Exception to reduce minimum house square footage

LOCATION: 738 Elaine Street; Tax Map No. 0P0270 035000

REQUEST ANALYSIS: While there is a building permit in review for 738 Elaine Street, the applicant is requesting a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are:

- 786 square feet for a two-bedroom house;
- 980 square feet for a three-bedroom house; and
- 1100 square feet for a four-bedroom house.

They further state that they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet.

Habitat properties are normally located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

All single-family residential districts require houses with a minimum heated square footage of 1500.

STANDARDS FOR SPECIAL EXCEPTIONS:

1. *Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?* The applicant typically builds houses on properties which do not have covenants. Where covenants do exist, the applicant indicates they meet the requirements.
2. *Does the Special Exception follow the existing land use pattern?*

	Zoning Classification	Land Uses
Subject	R-2, Single-family residential	Undeveloped
North	R-2	Single-family residential
South	R-2	Single-family residential
East	R-2	Single-family residential
West	R-2	Single- and two-family residential

The neighborhoods in which Habitat works are generally zoned R-2 or R-3 consisting of one- and two-family and low-density multi-family residential properties.

3. *Will the Special Exception have an adverse effect on the Comprehensive Plan?* The subject property, as well as Habitat’s typical neighborhoods, are included in a “Traditional Neighborhood” character area in the 2022 Joint Comprehensive Plan. This character area consists of older houses in areas that are within walking distance of amenities, but often require additional maintenance and revitalization to help maintain the neighborhoods’ stability. Suggested development patterns include “well-designed development that blends into existing

neighborhoods,” “residential development with a healthy mix of uses within easy walking distance,” and housing “opportunities for small households.”

4. *Will adequate fire and police protection be available?* Police and Fire already provide service to the existing neighborhoods in which Habitat builds.
5. *Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties?* The neighborhoods in which Habitat normally builds consist of a variety of house sizes. Houses in the vicinity of 738 Elaine Street range from 594 square feet to 1874 square feet.
6. *Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood?* Because Habitat typically builds only one or two houses at a time in a particular neighborhood, the reduced house size would not have a significant impact on traffic in the neighborhoods.
7. *Will the use result in an increase in population density overtaxing public facilities?* Habitat builds on vacant lots in established neighborhoods. As vacant platted lots, impact on public facilities has already been addressed.
8. *Will the use create a health hazard or public nuisance?* A reduced house size in and of itself does not create a health hazard or public nuisance.
9. *Will property values in adjacent areas be adversely affected?* Habitat neighborhoods typically consist of a variety of houses sizes and values. Constructing any new house in these neighborhoods will not negatively impact property values in the areas.
10. *Are there substantial reasons a permitted use cannot be used at this property?* Today’s construction costs would prove prohibitive for a typical Habitat client to afford a 1500 square-foot house. In addition to the up-front costs, a larger house will require more in monthly utility bills and maintenance costs over time. A 1500 square foot house may be more than is needed for smaller households.

STAFF RECOMMENDATION: Staff recommends approval of the special exception to reduce the size of the proposed house at 738 Elaine Street to 786 square feet.

Staff further recommends that a blanket special exception to reduce minimum house size be granted to Houston County Habitat for Humanity, subject to the following conditions:

1. The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses.
2. The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

PLANNING COMMISSION RECOMMENDATION: Following an informational hearing held on April 8, 2024, the Planning Commission recommends approval of the application as submitted with the following conditions:

1. The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses.
2. The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.


Eric Z. Edwards, Chairman, Planning Commission

4/11/24
Date

SUSE-0035-2024

738 Elaine Street

Reduce house size



Aerial



Zoning



Character Area



Where Georgia comes together.

Application # SUSE#
0035-2024

Application for Special Exception

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Houston County Habitat	Same
*Title	William Goggin - Director	↓
*Address	2607 Mobby Rd. W.H. Ga 31088	↓
*Phone	478-328-3388 Ext. 4	↓
*Email	director@hccohabitat.org	↓

Property Information

*Street Address	738 Elaine St, Perry, Ga 31069
*Tax Map Number(s)	Lot 45 & 46 Pleasant Valley s/d 2.74/13th
Zoning Designation	R2

Request

*Please describe the proposed use:	Residential, 2 Br 1 Bath with Carport
------------------------------------	---------------------------------------

Instructions

- The application and ***\$306.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
- *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 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
- *For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
- 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.
- Special Exception 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.**
- 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.
- *Signatures:**

*Applicant	<u>William Goggin</u>	*Date	<u>2-29-24</u>
*Property Owner/Authorized Agent	<u>William Goggin Director, Habitat Houston County</u>	*Date	<u>2-29-24</u>

Habitat is requesting a blanket approval to construct infill housing which has less square footage than the minimum required by the City's Land Management Ordinance. The neighborhoods in which we typically work consist of houses that range in size from around 750 square feet to more than 1700 square feet, with average house size in the 1,000 square-foot range. While we have a variety of house plans, our smallest two-bedroom plan is 786 square feet; three-bedroom plan is 980 square feet; and four-bedroom plan is 1100 square feet.

Standards for Granting a Special Exception

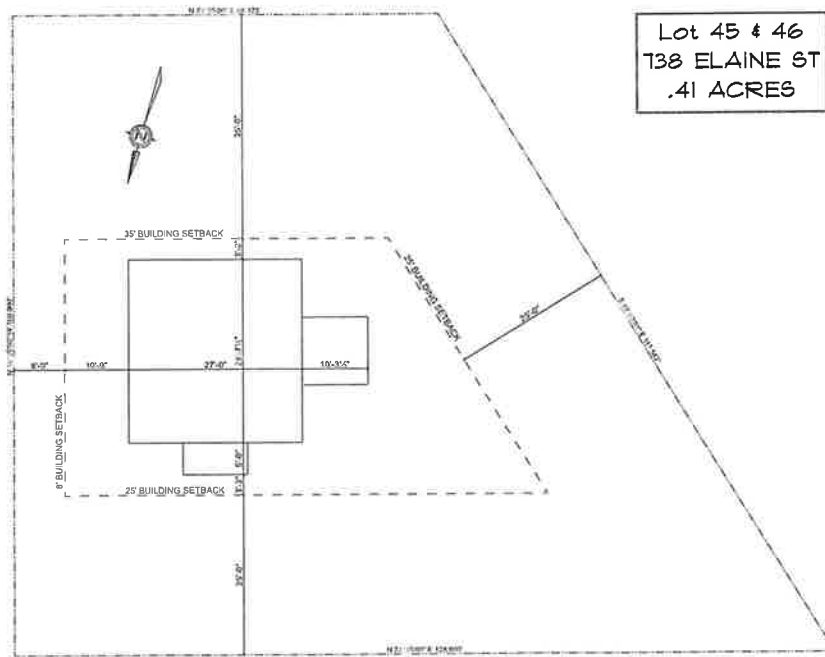
The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? Houston County Habitat for Humanity typically builds on properties which do not have covenants and restrictions. Where such exist, Habitat meets the requirements.

- (1) The existing land use pattern. Habitat typically constructs single-family houses in existing residential neighborhoods. Existing houses in the neighborhoods in which we build often are smaller than the minimum required heated square footage.
- (2) Whether the proposed use is consistent with the Comprehensive Plan. Habitat houses are typically constructed in existing residential neighborhoods. These neighborhoods fall into the "Traditional Neighborhood" or "Suburban Residential" character areas of the Comprehensive Plan.
- (3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection. Police and fire protection already exist in the neighborhoods in which we build. Habitat constructs infill houses.
- (4) Whether the proposed use will be of such location, size, and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties in accordance with the zoning classification of such properties, the existing land use pattern or the Comprehensive Plan. The neighborhoods in which Habitat builds typically consist of a range of house sizes. Our house plans are consistent with the character of the neighborhoods in which we build.
- (5) Whether, in the case of any use located in, or directly adjacent to, a residential district or area:
 - (a) The nature and intensity of operations will be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection there with will not be hazardous or inconvenient to, or incongruous with, said residential district or area, or conflict with the normal traffic of the neighborhood; Infill residential development on existing lots does not have an abnormal impact on vehicular or pedestrian traffic.
 - (b) The location and height of buildings, and other structures, and the nature and extent of screening, buffering or landscaping on the site will be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings in conformance with existing zoning districts and development pattern. Habitat house plans are one story in height, comply with required setbacks, and parking requirements of the Land Management Ordinance. These infill houses will be consistent with surrounding properties.
- (6) Whether the proposed use will increase the population density resulting in the increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.; or approval of the use would encourage adjacent areas to develop at higher densities than provided in the comprehensive plan resulting in the overtaxing of such public facilities. Houses are constructed on existing lots where utilities already exist. Infill houses should not have a negative impact on public facilities.
- (7) Whether the proposed use will cause a health hazard, a public safety problem, or create a nuisance or cause excessively increasing traffic and associated congestion; create a drainage problem; generate unnecessary disturbance due to noise, the emission of smoke or other contaminants, odor, electrical

interference, or cause pollution to land, air and/or water. New houses in existing residential communities will not create a nuisance in any way.

- (8) Whether the proposed change will adversely affect property values in adjacent areas. New houses on vacant lots should support property values in the neighborhoods.
- (9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located. Habitat houses are designed to accommodate the basic shelter needs for a variety of household sizes. Single-family houses are permitted in the neighborhoods in which we work. House sizes are typically smaller than the current minimum requirement of the LMO.



Lot 45 & 46
738 ELAINE ST
.41 ACRES

SITE PLAN - CARPORT
SCALE: 1" = 10'-0"

SITE PLAN

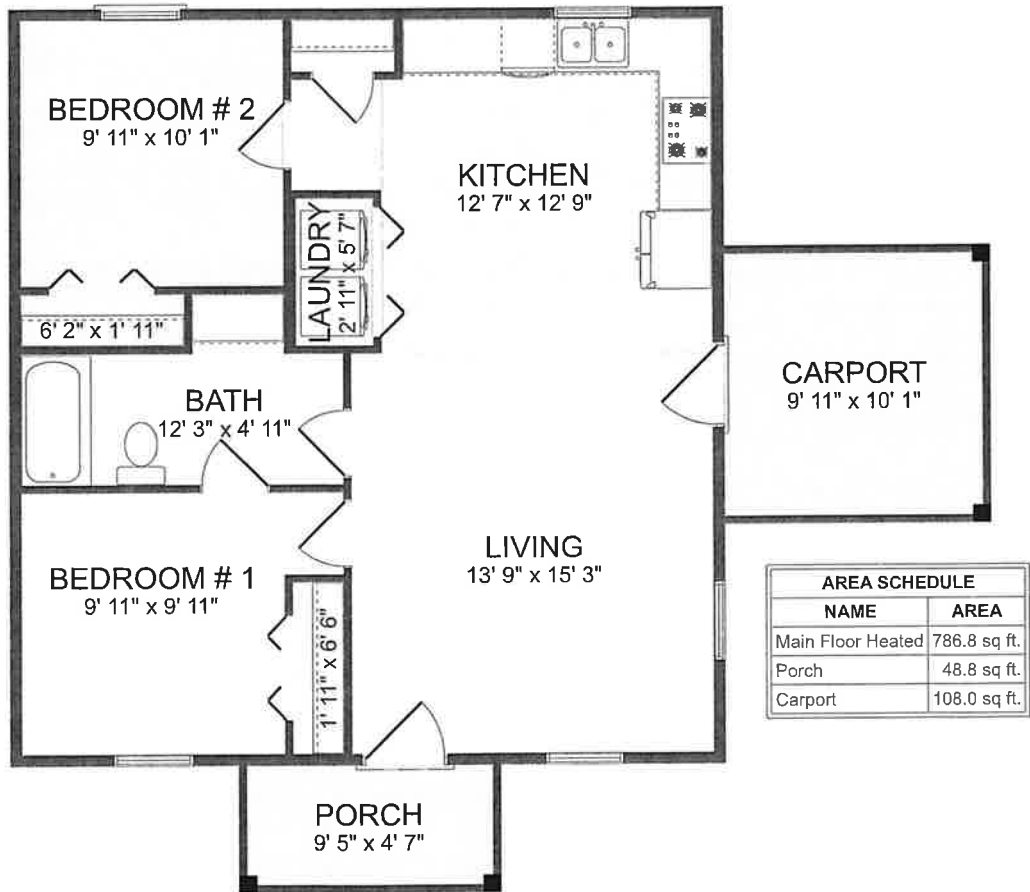
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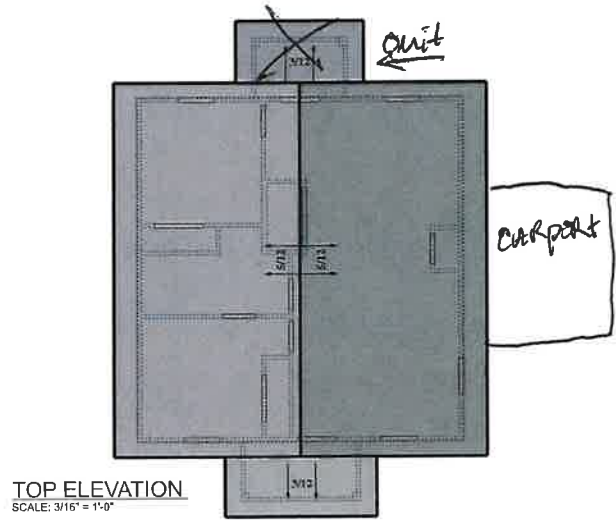
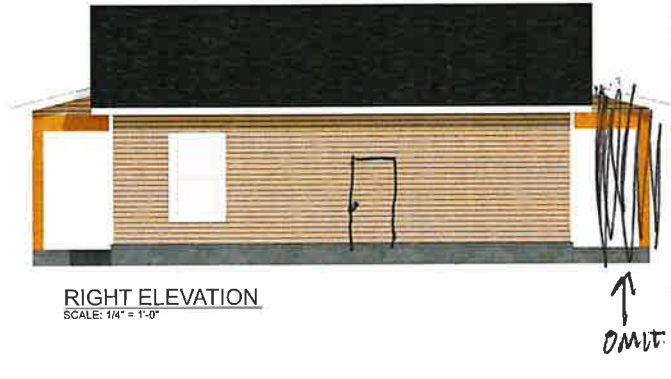
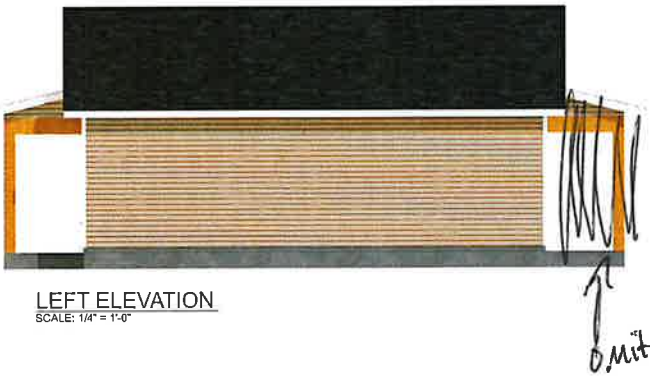
SCALE: 1" = 10'-0"

DRAWN BY: HIF

DATE: 2/5/2024

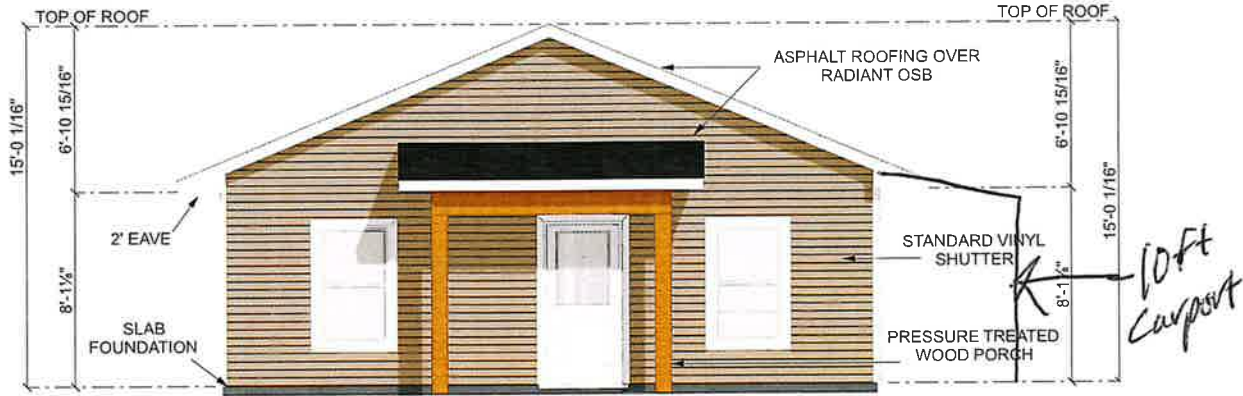
William Goggin
Plan A Carport
Option





ELEVATIONS
SCALE: As Noted
DRAWN BY: HHF
DATE: 10/14/2023
PAGE: 3

William Goggin
Plan B



FRONT ELEVATION
SCALE: 3/8" = 1'-0"



AREA SCHEDULE	
NAME	AREA
Main Floor Heated	786.8 sq ft.
Porch	87.8 sq ft.

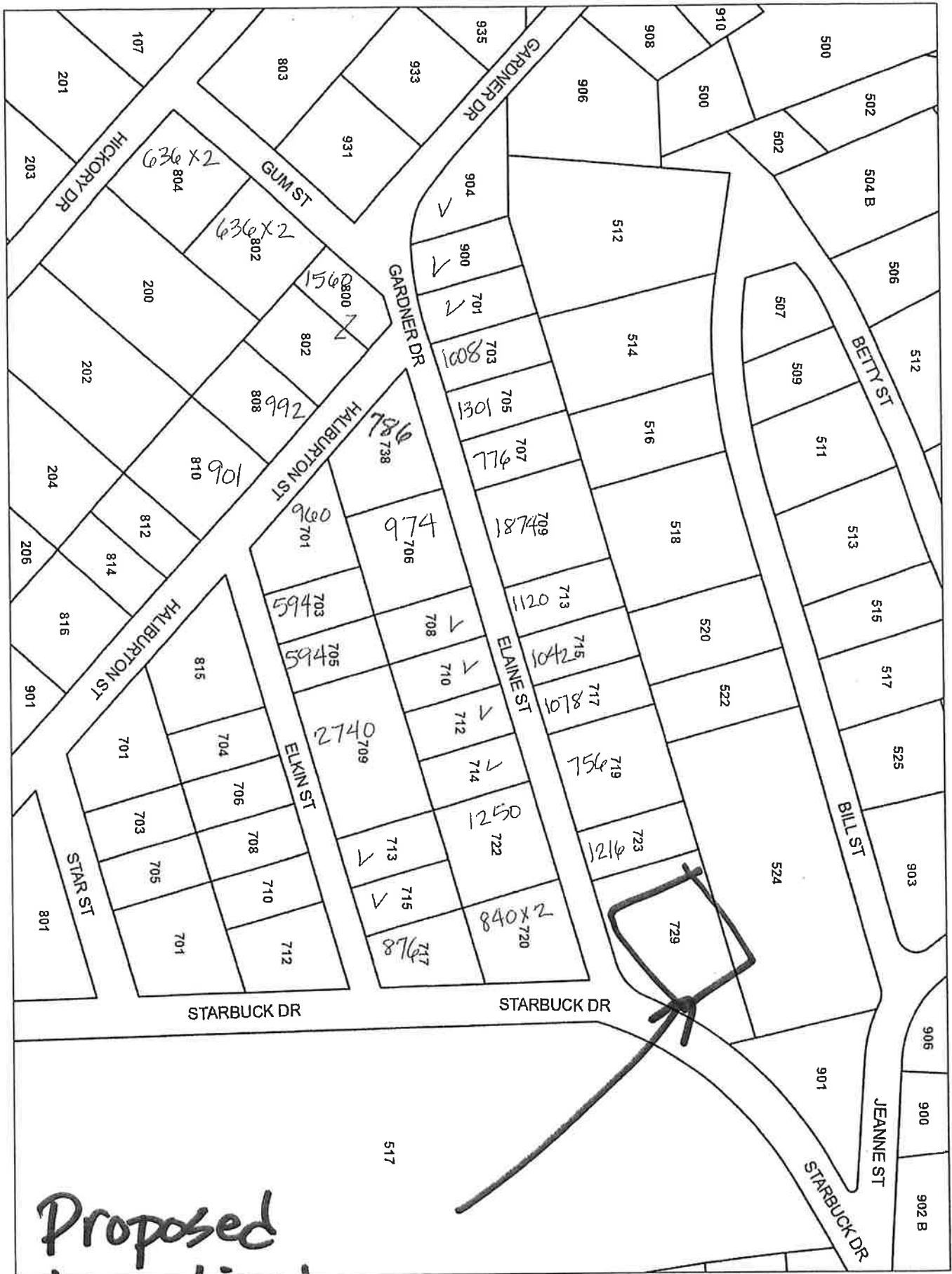
DRAWING SCHEDULE	
FRONT	1
MAIN FLOOR	2
ELEVATIONS	3
SITE PLAN	4

FRONT PAGE: 1

SCALE: 3/8" = 1'-0"
DRAWN BY: BHF
DATE: 10/14/2023

William Goggin
Plan B

CURRENT SQ FOOTAGE NEARBY



Proposed Location

Planning Commission
Minutes - April 8, 2024

1. Call to Order: Chairman Edwards called the meeting to order at 6:01pm.
2. Roll Call: Chairman Edwards; Commissioners Butler, Guidry, Hayes, Jefferson, Mehserle, and Ross were present.

Staff: Bryan Wood – Community Development Director, Emily Carson – Community Planner, and Christine Sewell – Recording Clerk.

Guests: Chad Bryant – Bryant Engineering, Jeremy Crosby – Jones Petroleum, Pat Muse, Jacob Tuttle, Kecia Isgett, Julie Foy, Bill Delrow, Bill Goggin, Council Member Joy Peterson, Dan Peterson, Amy Fouse, Scott Free, and John Michael Cosey.

3. Invocation: was given by Commissioner Jefferson
4. Approval of Minutes from March 11, 2024, regular meeting and March 25, 2024, work session – Commissioner Guidry motioned to approve as submitted; Commissioner Jefferson seconded; all in favor and was unanimously approved.
5. Announcements – Chairman Edwards referred to the announcements 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 phones in silent mode.
6. Citizens with Input -None
7. Old Business – None
8. Public Hearing (Planning Commission decision)
 - A. **VAR-0020-2024**. Variance from design standards for property located at 530 Perry Parkway. The applicant is Mike Horne, Jones Petroleum.

Mr. Wood read the applicants' request which was a variance to eliminate the use of brick or stone on building facades, along with staff responses. Mr. Wood advised Sec. 6-6.1(A)(2) states - Buildings shall utilize natural building materials, such as wood, stone, and brick on building exteriors, except that roofing materials may be manmade. Steel or other metals shall not be used on building exteriors, except as may be necessary for roofing, window trim, gutters, and down spouts. Unpainted, smooth-faced concrete block shall not be used on building exteriors. Synthetic stucco shall not be used on building exteriors. All sides of a building may impact on its surroundings and shall be considered for treatment with an architectural finish of primary materials (i.e., brick and stone), unless other materials demonstrating equal or greater quality are used. As a general rule, except in industrial zoning districts, front facades shall be at least eighty (80) percent brick and stone. Side facades shall be at least fifty (50) percent brick and stone. Rear facades do not have a minimum suggested standard for primary materials unless they are visible from a public right-of-way. The applicant is constructing a fueling center with a convenience store and fast-food restaurant and proposing to clad the exterior of the building with cement-fiber panels and the request does not meet the criteria for granting a variance.

Chairman Edwards opened the public hearing at 6:08pm and called for anyone in favor of the request. Mr. Jeremy Crosby with Jones Petroleum advised recently completed a similar fuel center in Jackson,

GA and brick skirts all four sides and is proposing the use of Nichiah cement board panels which is thicker than hardie plank and a higher quality, and not an inexpensive product, but less in labor costs for installation. The product is made in Macon and comes in multiple custom colors and by allowing the use adheres to the company's brand.

*Commissioner Mehserle arrived at 6:11pm.

Chairman Edwards called for anyone opposed.

Mr. Pat Muse advised he had no opinion one way or the other on the variance but was concerned with the property being so close to the Guardian Center and the activities they hold with explosions and low flying aircraft that cause noise and vibration issues for the surrounding area and does not want to see the business, it's employees and patrons suffer from these consequences.

There being no further public comment, the public hearing was closed at 6:16pm.

Chairman Edwards inquired of Mr. Crosby of other locations in Georgia; he advised Lagrange is in construction and a future site in Liberty County. Chairman Edwards asked if the plan was for these was to be the same; Mr. Crosby advised they were and are in the process in Liberty County with the same issue. Commissioner Hayes asked of Mr. Wood why this type of material was excluded; Mr. Wood advised the intent was to ensure quality materials and currently working on proposed guideline changes that may or may not allow for lesser brick, but currently it is prohibited. Mr. Wood advised it is an acceptable material and would accept hardie plank. Commissioner Mehserle advised the intent when adopted for the area to develop was to not mandate specific colors but provide a pallet of materials for homogeneity and context and the regulations are not unique or unreasonable. Chairman Edwards asked if stone veneer was allowed; Mr. Wood advised man-made stone was and it was more the appearance of materials and not how they are made. Mr. Wood further advised the applicant was suggested to paint the brick; Mr. Crosby stated Nichiah was a better product and had a good warranty and with brick would have to paint it twice.

Commissioner Guidry motioned to approve the request; Commissioner Hayes seconded; Commissioners Edwards, Ross, and Mehserle were opposed; resulting vote was 4 to 3 for approval.

B. **VAR-0036-2024.** Variance from parking standards for property located at 317 Grand Reserve Way. The applicant is Jacob Tuttle.

Ms. Carson read the applicants' request which was to park a recreational vehicle in the front driveway of the residence, along with staff responses. Ms. Carson advised there is currently a violation of Sec. 6-1.10. *C Recreational vehicles in residential districts.* In any residential district, recreational vehicles, travel trailers, campers, motorized homes, 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. The applicant is requesting a variance to allow the parking of his recreational boat and boat trailer in his front yard due to the exceptional narrowness and municipal and telecommunications infrastructure between his and his neighbors' houses.

Chairman Edwards opened the public hearing at 6:30pm and called for anyone in favor of the request.

Mr. Jacob Tuttle, the applicant, advised he was in the current situation as he had received a notice of the violation, which he was unaware was a violation and he was not willingly violating the ordinance. Mr. Tuttle reviewed the standards for granting a variance as he felt they were misleading/false. In regard to standard #1 the public infrastructure of cable boxes, streetlights, utility, is preventing him putting the boat in the side yard. Standard #2, feels meets this criteria and the suggestion to relocate

offsite is a financial burden. Standard #3, If approved would be setting a precedent as a similar case was brought forth in 2017 and was denied in the Wooden Eagle subdivision; he drove through the area and it's not the same. Standard #4, two vehicles and one boat have no impact on public parking as this is private property. Mr. Tuttle advised he contacted the HOA board, and this does not violate their covenants and it not a detriment to the neighbors and again was only found due to a visit in the area by code compliance. Mr. Tuttle felt there was no legitimate reason presented to deny the request.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 6:38pm.

Commissioner Butler advised he reached out with no response to the HOA president and furthermore he resides in the adjoining subdivision and believes they adopted the same covenants which do not allow boat parking and provided Mr. Tuttle with a copy of the covenants. Chairman Edwards asked if it could not be placed in the garage; Mr. Tuttle advised it could be if he didn't use currently for one vehicle parking. Commissioner Ross asked Mr. Tuttle if he intended to permanently store the boat in the driveway; he advised he was.

Commissioner Butler motioned to deny the variance request; Commissioner Jefferson seconded; all in favor and was unanimously approved for denial.

C. **PLAT-0032-2024.** Preliminary plat for The Orchard on Main, northeast corner of Keith Drive and Main Street. The applicant is Chad Bryant, Bryant Engineering.

Mr. Wood advised the applicant is requesting approval of the entire 138-lot subdivision with the understanding that a portion of the proposal must be annexed into the City. The subdivision is designed so that 97 lots can be constructed on the parcels already in the City without redesign, should the adjacent parcel not be annexed. The entire subdivision meets the R-1 minimum standards. While not indicated on the plat, Houston County 911 has approved ten street names for the subdivision. The approval is valid until 3/14/2027. Following City Council's direction, planning staff recommends sidewalks be installed on one side of portions of the primary streets to provide pedestrian access to the planned sidewalk along Keith Drive. Staff recommends approval of the proposed preliminary plat with the following conditions: 1). Approval of Lots 98-138 is subject to parcel 000570 008000 being annexed into the City of Perry and zoned R-1 and 2). 5'-wide sidewalks shall be installed along one side of portions of Road A, Road B, and Road D as indicated on the proposed sidewalk map prepared by the City Planning Staff.

Chairman Edwards opened the public hearing at 6:48pm and called for anyone in favor of the request. Mr. Chad Bryant, the applicant reiterated the request and advised the reason laid out over the entire development is because the parcels are owned by the same person, and they are doing a master plan for the area and also because it is assumed the county parcel will be requested for annexation into the city. The layout also depicts sewer and if not annexed the current parcel in the city can still move forward with the approval and the owner desires to be transparent with the development.

Chairman Edwards called for anyone opposed. Ms. Kecia Isgett- 1904 Main Street- concerned it does not address previous concerns with traffic and stormwater issues for the area. Is concerned with drainage and that it will compound the current problems in the area; and the culverts are in desperate need of replacement and the city should update the infrastructure and conduct proper studies to ensure this is not another Sadie Heights problem.

Mr. Bill Delrow – 408 Stonegate Trail – the Commission needs to see the study by ISE for the current issue in Sadie Heights. When land is disturbed, it loses its natural ability, and the water has to go somewhere. The project may have a retention pond, but that hasn't worked in other areas, how will it work in this case. There is also not enough capacity for the water/sewer required. There will be more

traffic on Keith Drive and Main Street. Project should not be allowed until proper infrastructure is in place.

Julie Foy – 2001 Main Street – concerned with stormwater runoff and the amount that currently flows onto their property; infrastructure is aged and needs replacing, and a hydrology report should be done to show where the water will flow and ISE has been contracted by the city to look at this same issue in other areas of the city and the same should be done in this area before allowing it to proceed. Traffic will also be a concern.

Chairman Edwards called for any further comments; there being none the public hearing was closed at 7:12pm.

Chairman Edwards asked staff for clarification on the parcel not in the city and the conditions recommended. Mr. Wood confirmed the conditions with one being the owner must request annexation into the city and follow the proper filing process. Mr. Bryant had further comment in regards to stormwater and advised half of the property flows to Rozar Park on Keith Drive and the other to Main Street; there will be a detention pond and advised per regulations they cannot increase what is currently there and during studies all conveyances are examined and have to be ten percent of and review to make sure the level of service does not change. Mr. Bryant advised they could do a detailed analysis and see what flow impacts are and can do modifications to show impacts in surrounding neighborhoods. Mr. Bryant advised there is a deceleration lane noted. Commissioner Hayes asked if this additional information could be provided to the Commission; Mr. Bryant advised that at this time no, as what is before the Commission is the preliminary plat approval to confirm that the zoning requirements are met, which does not pertain to the design of the development. Commissioner Guidry asked Mr. Bryant if he has ever done a project similar to this elsewhere; Mr. Bryant advised he has done numerous projects but no two are alike. Mr. Bryant advised the Commission again, what's before them is approval for the preliminary plat, not the site review, once and if an approval is received, they will begin their process for civil plans and submittal to the city, which will review all requirements. Chairman Edwards is sympathetic to the concerns, but the aging infrastructure is the city's responsibility. Commissioner Mehserle noted the current administration has been proactive with addressing aging infrastructure and is making strides, but this parcel is privately owned and the owner has the right to develop at its highest and best use, and the preliminary plat meets the requirements and asking for a hydrology report to evaluate what can be done to relieve future problems for an area that is not their responsibility does not fall to that owner.

Commissioner Mehserle motioned to approve the preliminary plat as submitted with the following conditions: 1). Approval of Lots 98-138 is subject to parcel 000570 008000 being annexed into the City of Perry and zoned R-1 and 2). 5'-wide sidewalks shall be installed along one side of portions of Road A, Road B, and Road D as indicated on the proposed sidewalk map prepared by the City Planning Staff; Commissioner Ross seconded; Commissioners Butler, Guidry, and Jefferson were opposed; resulting vote 4 to 3 for approval with Chairman Edwards voting for approval.

9. New Business

Informational Hearing (Planning Commission recommendation – Scheduled for public hearing before City Council on May 7, 2024)

A. **SUSE-0035-2024.** Special exception to reduce minimum house size for property located at 738 Elaine Street. The applicant is Houston County Habitat for Humanity.

Mr. Wood advised while there is a building permit in review for 738 Elaine Street, the applicant is requesting a blanket approval for reduced house square footage for any house they construct. They indicate the square footage of their smallest houses are: 786 square feet for a two-bedroom house; 980 square feet for a three-bedroom house; and 1100 square feet for a four-bedroom house. They further

state they typically work in neighborhoods with house sizes generally ranging from about 750 square feet to more than 1700 square feet. Habitat properties are normally located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods. All single-family residential districts require houses with a minimum heated square footage of 1500. Mr. Wood read the staff report, along with responses. Staff recommends approval of the special exception to reduce the size of the proposed house at 738 Elaine Street to 786 square feet. Staff further recommends that a blanket special exception to reduce minimum house size be granted to Houston County Habitat for Humanity, subject to the following conditions: 1). The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses and 2). The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods.

Chairman Edwards opened the public hearing at 7:53pm and called for anyone in favor of the request. Mr. Bill Goggin, Executive Director Habitat for Humanity advised they are increasing their presence in Perry and utilize infill lots to develop affordable housing and have this lot and three others to be done, thus the request for the blanket special exception. The 768 sq. ft for this particular lot is not one of their smaller homes, but if approved is consistent with the surrounding neighborhood.

Chairman Edwards called for anyone opposed; there being none the public hearing was closed at 8:00pm.

Commissioner Butler motioned to recommend approval as submitted with the following conditions: 1). The minimum house heated square footage shall be 786 for 2-bedroom houses, 980 for 3-bedroom houses, and 1100 for 4-bedroom houses and 2). The blanket special exception shall only apply to any property located in the Creekwood, Five Points, Hilltop, Oldfield, New Hope, and Sandhill neighborhoods; Commissioner Ross seconded; all in favor and was unanimously recommended for approval.

10. Other Business – None

11. Commission questions or comments- None

12. Adjournment: there being no further business to come before the Commission the meeting was adjourned at 8:03pm.



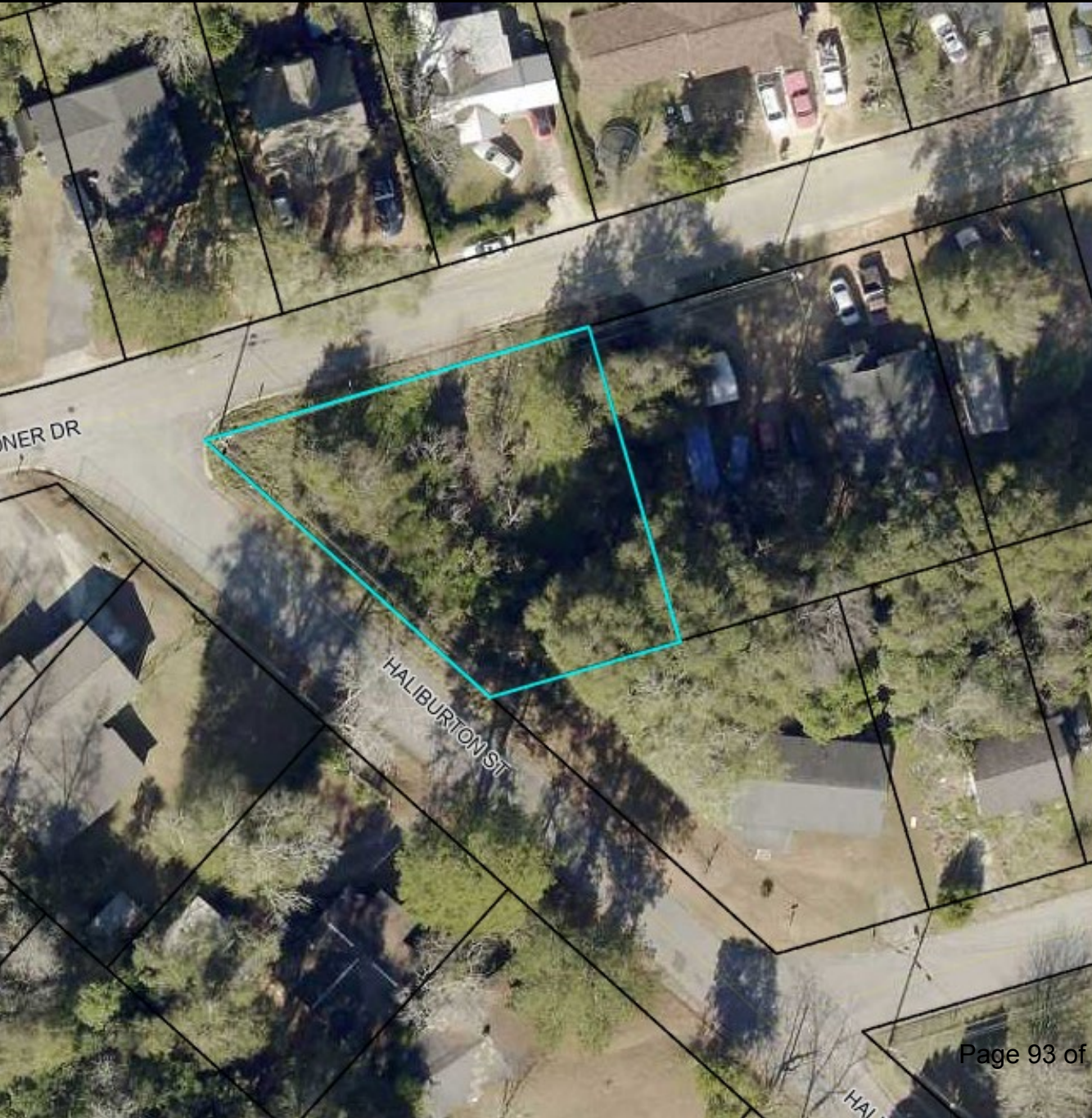
SUSE-0035-2024

Special Exception to
reduce the minimum house
size

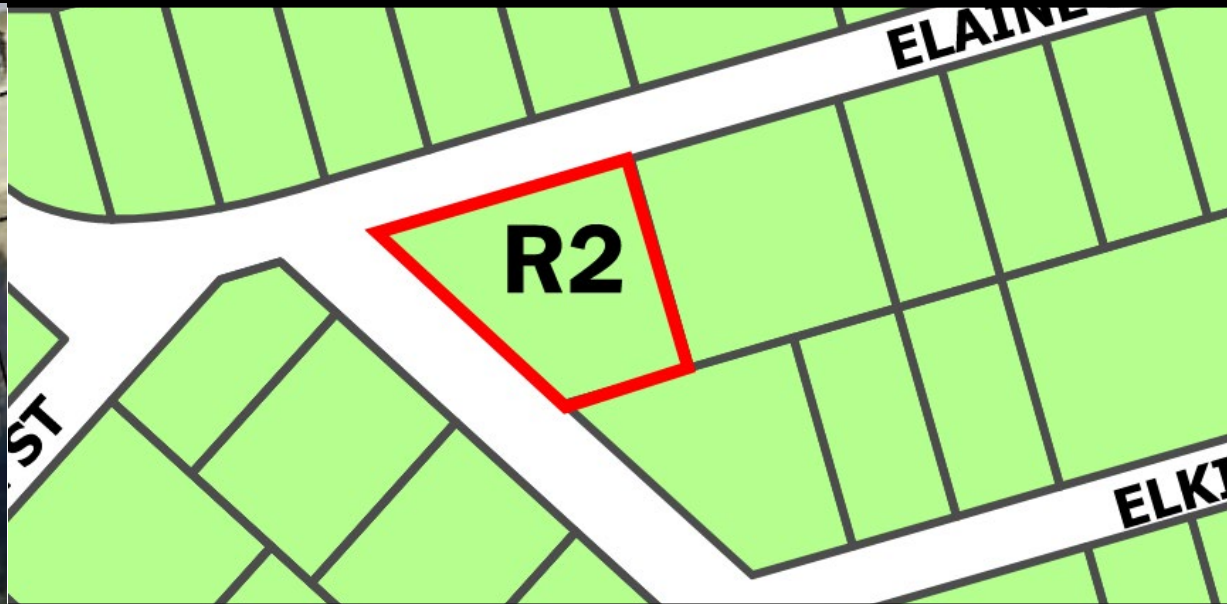
738 Elaine Street

The applicant is
Houston County Habitat for
Humanity

AERIAL IMAGERY



ZONING MAP



CHARACTER AREAS MAP



**AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY TO ESTABLISH
THE TECHNOLOGY AND ENTREPRENEURSHIP ADVISORY
BOARD OF THE CITY OF PERRY, GA**

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended by adding a new Division 3 to Article V of Chapter 2 as follows:

ARTICLE V. BOARDS AND COMMISSIONS

**DIVISION 3. – TECHNOLOGY AND ENTREPRENEURSHIP ADVISORY
BOARD**

Sec. 2-231. - Established.

There is established the Technology and Entrepreneurship Advisory Board.

Sec. 2-232. - Members.

- (a) The Technology and Entrepreneurship Advisory Board shall consist of seven (7) members.
- (b) All seven (7) members of the board shall be at least eighteen (18) years of age and meet the following criteria:
 1. Members shall be an owner or representative of a business or organization within the City of Perry, and/or
 2. Members shall be a resident of the City of Perry, and/or
 3. Members shall be a professional in a field of interest outlined below.

Specifically, to the greatest extent practicable, members shall be appointed from the following industries or fields:

1. Technology, software, cybersecurity, or defense technology
2. Agriculture or agriculture technology
3. Small business/ entrepreneurs or remote workers
4. Entrepreneur support (i.e. legal, accounting, banking, banking, business development, broadband/ connectivity)

(c) The mayor and council shall appoint seven (7) members to the board. Two of the initial members of the board shall be appointed for a two-year term, two members shall be appointed for a three-year term, and three members shall be appointed for a four-year term. Thereafter, all members appointed shall serve for a four-year (4) term, with staggered terms that expire January 20th every four years.

(d) Any member of the board can be removed by a two-thirds (2/3rd) vote of the mayor and council, with the mayor having the right to vote on the question of removal. Absence from three (3) meetings within a calendar year without justification may be cause for removal from the board.

(e) All members of the Technology and Entrepreneurship Advisory Board shall serve without compensation; provided, however, the city council may reimburse board members for reasonable expenses incurred in connection with their services as board members.

Sec. 2-233. - Officers.

The Technology and Entrepreneurship Advisory Board shall elect a Chairman, Vice Chairman and Secretary/ Treasurer from its membership. Officers shall be elected on a calendar year basis but may be re-elected for succeeding terms. The Chairman shall be entitled to vote on all issues.

Sec. 2-234. - Meetings.

The Technology and Entrepreneurship Advisory Board shall meet monthly with the date and time and place being initially agreed to by the board members and at such other times and places as the majority of the board deems necessary. Meetings of the board shall be open to the public in accordance with state law. Written minutes of the meeting shall be kept. Meetings shall generally be conducted in accordance with Robert’s Rules of Order.

Sec. 2-235. - General Duties.

The duties of the Technology and Entrepreneurship Advisory Board shall be to:

- 1) Expand support programming for entrepreneurs;
- 2) Support agricultural technology;
- 3) Provide support for remote workers; and
- 4) Advocate for technology companies to locate in Perry.

Sec. 2-236. - Contracts, etc., not binding on City.

The Technology and Entrepreneurship Advisory Board shall not have the power or authority to bind the city by any contract, agreement, financial obligation or indebtedness or otherwise. No contract, agreement, financial obligation or indebtedness incurred by the board shall ever be a claim or charge against the city.

Sec. 2-237. - Project may be terminated by Mayor and Council.

Any project or undertaking begun by the Technology and Entrepreneurship Advisory Board shall be terminated at any time upon the decision of the mayor and council that the continuance thereof is not in the public interest.

Sec. 2-238 – 2-240. Reserved.

SO ENACTED this 21st day of May, 2024.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
City Clerk/ Assistant City Clerk

1st Reading: May 7, 2024
2nd Reading: May 21, 2024

**BYLAWS OF THE
TECHNOLOGY AND ENTREPRENEURSHIP ADVISORY BOARD
OF THE CITY OF PERRY, GEORGIA**

**ARTICLE I
MEMBERS**

Section 1. Management, Number, Qualification and Term. The business of the Technology and Entrepreneurship Advisory Board of the City of Perry (the Board) shall be managed by its board of members consisting of seven (7) persons. Each member shall be appointed by the Mayor and City Council. The term for each member shall be four (4) years, with staggered terms that expire January 20 every four (4) years. The general qualifications of the members shall be as provided below:

1. Members shall be an owner or representative of a business or organization within the City of Perry, and/or
2. Members shall be a resident of the City of Perry, and/or
3. Members shall be a professional in a field of interest (outlined below).

Specifically, to the greatest extent practicable, members shall be appointed from the following industries or fields:

1. Technology, software, cybersecurity, or defense technology
2. Agriculture or agriculture technology
3. Small business/entrepreneurs or remote workers
4. Entrepreneur support (i.e. legal, accounting, banking, business development, broadband/connectivity)

Section 2. Regular and Special Meetings. Regular meetings of the Board shall be held once per month at the regular meeting place of the Board. The regular meeting place of the Board shall be located in the City. Special meetings of the Board shall be held when called by the Chairman of the Board, the Vice Chairman of the Board acting in place of the Chairman, or staff liaison.

Section 3. Notice. Notice of each meeting shall be given to each member of the Board personally, in writing, by mail, facsimile or email, or by telephone by whomever shall call the meeting or by the staff liaison of the Board at the direction of whomever shall call the meeting. Notice shall set forth the date, time and place of the meeting and, if for a special meeting, also

set forth the purpose or business to be transacted at the meeting. Notice shall be given as much in advance of the meeting as shall be reasonable under the circumstances and as shall be required by law.

Section 4. Open and Public Meetings. All meetings of the Board shall be conducted as required by Georgia's "Open Meetings" law, codified as O.C.G.A. §50-14-1 *et seq.*, as amended, (the "Open Meetings Law"), and all provisions of these bylaws shall be subject thereto. The designation by the Board of the scheduled regular meeting place pursuant to Section 2 above, is intended to facilitate satisfaction of the requirements of the Open Meetings Law pertaining to a regular place of meetings.

Section 5. Attendance. Members are required to attend a minimum of seventy-five percent (75%) of the Board's meetings per calendar year. Failure to satisfy this attendance requirement will result in a member's removal from the Board. Attendance is reviewed on an annual basis, or sooner if a Member is at risk of violating this attendance policy. Certain circumstances may warrant excused absences.

Section 6. Quorum; Postponement. At all meetings of the Board, the presence of a majority of the members eligible to vote shall be necessary and sufficient to constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum, a majority of those present shall adjourn the meeting without further notice, from time to time, until a quorum is obtained.

Section 7. Parliamentary Procedures. In cases of dispute concerning parliamentary procedure governing the conduct of meetings of the Board, Roberts Rules of Order shall govern.

Section 8. Removal of Members. The Board may recommend to City Council any member of the Board that demonstrates cause for removal. Such causes for recommendation of removal may be, but are not limited to, a conflict of interest or unethical behavior, consistent disruption of meetings, excessive absences, illegal activity, or any violation of the Georgia Code of Ethics.

ARTICLE II
OFFICERS

Section 1. Number. The Board shall elect from one of their members a Chairman, Vice-Chairman, Secretary and Treasurer. The positions of the Secretary and Treasurer may be combined into one office.

Section 2. Election. A meeting shall be held in January of every year for the purposes of electing new officers. Notice of time and place of such meeting shall be given by the Chairman.

Section 3. Term and Removal. All officers shall be elected by and serve at the discretion of the members and any officer may be removed from office, either with or without cause, at any time, by the affirmative vote of the majority of the members of the Board in office. A vacancy in any office due to death, resignation, removal, disqualification, or otherwise, shall be filled by the members for the unexpired portion of the term. Resignation as an officer shall be submitted in writing to the Chairman.

ARTICLE III
FISCAL YEAR

Section 1. Time. The fiscal year of the Board shall begin on the first day of July of each year and end on the last day of June each year.

Section 2. Annual Meeting. The annual meeting of the Board shall be the first regularly scheduled meeting in January of every year. The retiring Chairman shall give notice of the time and place of such meeting.

ARTICLE IV
BYLAWS

Section 1. Applicability of Bylaws. These bylaws are a formal written statement of the rules by which the Board shall act and has acted and shall apply retroactively to all actions and proceedings of the Board previously taken.

ARTICLE V
DEPOSITORIES

Section 1. Depositories. The Board shall from time to time provide for the establishment of depositories for funds of the Board.

Section 2. Execution of Notes, Drafts, and Checks. All drafts, checks, etc. drawn against accounts of the Board shall have two signatures from the following Chairman, vice-Chairman, Secretary, Treasurer or assigned staff.

ARTICLE VI
AMENDMENTS

Section 1. Amendments. The bylaws of the Board shall be subject to alteration, amendment or repeal, and new bylaws established may be made by the affirmative vote of a majority of the members then holding office at any regular or special meeting of the Board.

BYLAWS ESTABLISHED: _____

**TECHNOLOGY AND ENTREPRENEURSHIP ADVISORY
BOARD OF THE CITY OF PERRY, GEORGIA**

By: _____
Chairman

Attest: _____
Secretary/ Treasurer

Bid 2024-19 – Two (2) Mobile Surveillance Trailers

- Funding Source:

- Public Safety Community Violence Reduction Grant (ARPA)

- Bids Received:

- Mobile Pro Systems \$155,833.00
- Technology International Inc \$170,000.00

- Staff Recommendation:

- Award bid to Mobile Pro Systems in the amount of \$155,833.00.



Where Georgia comes together.

Bid Submittal Summary Sheet

Bid Title/Number: 2024-19 - Two (2) Mobile Surveillance Trailers

M&CC Meeting Date: 5/7/2024

Funding Source: Public Safety Community Violence Reduction
Grant (ARPA)

Budgeted Expense? Yes

Responsive Bidders:		Bid Amount	
	Mobile Pro Systems	\$	155,833.00
	Technology International Inc	\$	170,000.00


Posting Sources:

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

Department Recommendation:

Vendor:	Mobile Pro Systems
Amount:	\$ 155,833.00
Department:	Police Department
Department Representative:	Alan Everidge, Police Chief

Purchasing Agent Recommendation:

Vendor:	Mobile Pro Systems
Amount:	\$ 155,833.00
Purchasing Agent:	Mitchell Worthington, Finance Director
Signature:	

Bid 2024-20 Oldfield Basketball Court

- Funding Source:

- 2018 SPLOST

- Bids Received:

- | | |
|----------------------------------|-------------|
| • St. Croix, Inc. | \$86,500.00 |
| • Limitless Concrete & Works Inc | \$90,000.00 |

- Staff Recommendation:

- Award bid to St. Croix, Inc in the amount of \$86,500.00.



Where Georgia comes together.

Bid Submittal Summary Sheet

Bid Title/Number: 2024-20 Oldfield Park Basketball Court

M&CC Meeting Date: 5/7/2024

Funding Source: 18 SPLOST

Budgeted Expense? Yes

Responsive Bidders:	Bid Amount
St. Croix, Inc.	\$ 86,500.00
Limitless Concrete & Works Inc	\$ 90,000.00

Posting Sources:

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

Department Recommendation:

Vendor: St. Croix, Inc.

Amount: \$ 86,500.00

Department: Public Works


Department Representative: Ansley Fitzner, Pub Works Superintendent

Purchasing Agent Recommendation:

Vendor: St. Croix, Inc.

Amount: \$ 86,500.00

Purchasing Agent: Mitchell Worthington, Finance Director

Signature: 

RIQ 2024-09: Demolition Services 1201 James Street

- **Funding Source:**

- General Fund

- **Quotes Received:**

Southern Equipment LLC	\$ 17,500.00
MCM Environmental LLC	\$ 19,500.00
D&D Property Solutions LLC	\$ 20,500.00
Complete Demolition Services LLC	\$ 45,000.00

- **Staff Recommendation:**

- Award Purchase to Southern Equipment in the amount of \$17,800.00.



Where Georgia comes together.

RIQ Summary Sheet

Bid Title/Number: RIQ 2024-09 - Demolition Services for
1201 James Street

M&CC Meeting Date: 5/7/2024

Funding Source: General Fund

Budgeted Expense? Yes


Quotes Received:	Quote Amount
Southern Equipment LLC	\$ 17,500.00
MCM Environmental LLC	\$ 19,500.00
D&D Property Solutions LLC	\$ 20,500.00
Complete Demolition Services LLC	\$ 45,000.00

Posting Sources:
 City of Perry's Website: www.perry-ga.gov
 Direct Solicitations

Department Recommendation:

Vendor: Southern Equipment LLC
 Amount: \$ 17,500.00
 Department: Community Development
 Department Representative: Kevin Gore, Chief Building Official

Purchasing Agent Recommendation:

Vendor: Southern Equipment LLC
 Amount: \$ 17,500.00
 Purchasing Agent: Mitchell Worthington, Finance Director
 Signature: 

**A RESOLUTION
DECLARING CERTAIN ASSETS SURPLUS**

WHEREAS, the Finance Department (“Department”) is recommending certain asset(s) be declared surplus; and

WHEREAS, the Department is requesting authorization to proceed with disposal of said asset(s) in accordance with applicable City policy and state law;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PERRY, GA that the asset(s) listed below are no longer required for use by the City and are declared surplus and are to be disposed of in accordance with State Law and City policy.

Asset #	Vin/Serial #	Description	Department	Condition
004226	13100679	Vigilant Solutions LPR	Police	Out of Service

SO RESOLVED, this 7TH day of May 2024.

CITY OF PERRY, GEORGIA

By: _____
RANDALL WALKER, MAYOR

Attest: _____
ANNIE WARREN, CITY CLERK

[CITY SEAL]



April 22, 2024

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

Reference: East Perry Regional Pump Station and Force Main Proposal for Services

Dear Mr. McMurrin,

We are pleased to present our proposal for engineering services related to the East Perry Regional Pump Station and Force Main project. This proposal includes anticipated surveying, engineering design, permitting, property acquisition assistance, bidding, and construction administration services. We appreciate the opportunity to contribute to this important project and look forward to working closely with the City to enhance its infrastructure.

BACKGROUND

In response to ongoing and anticipated future growth in the City's East and South service areas, a project is currently underway to construct the East Perry Wastewater Treatment Facility (WWTF). The East Perry WWTF will treat wastewater from the City's East and South service areas, providing much needed relief to the Satterfield Water Pollution Control Plant. Concurrently with the design of the new WWTF, GWES completed an evaluation of the preliminary alignment and profile for the East and South Gravity sewer outfalls. These outfall sewer mains conceptually proposed to convey wastewater from the East and South service areas to the new WWTF for treatment.

During evaluation of the preliminary outfall sewer alignments, GWES recognized significant cost savings would be possible through installation of a regional pump station in each area rather than continuing gravity sewer flow to the new WWTF. After proposing these cost saving measures, the City approved the use of a regional pump station and force main in each service area. The East Perry Regional Pump Station project will include construction of a regional pump station just west of Georgia Highway (Hwy) 341 near its intersection with 247 Spur and a force main along Highway 247 Spur and AE Harris Road to the new WWTF. The South Perry Regional Pump Station will be handled under a separate project and proposal.

PURPOSE

The key objective of this project is construct the necessary regional pump station and force main to convey wastewater to the East Perry WWTF in the most economical way for the City. This project will support the growing infrastructure needs of Perry's East and South service areas.

This station will initially intercept flow from the City's East service area and convey it to the new

WWTF. The pump station and force main must be constructed and in operation when the new plant is commissioned at the end of 2025. Ultimately, this station will also receive flow from the South service area when the South sewer infrastructure is completed.

SCOPE

We propose to complete the project in two (2) phases. Phase IA would include the engineering services related to the pump station itself with construction to be provided by Haskell (the CMAR for the East Perry WWTF). Phase IB would include engineering services related to the force main with a traditional design, bid, build project structure. We propose the following tasks for the individual phases.

Phase IA – East Perry Regional Pump Station

- Task 1 Engineering Survey Services
- Task 2 Geotechnical Investigation Services
- Task 3 Permitting Services
- Task 4 Engineering Design Services
- Task 5 CMAR Coordination Services
- Task 6 Construction Administration Services

Phase IB – East Perry Force Main

- Task 1 Engineering Survey Services
- Task 2 Permitting Services
- Task 3 Engineering Design Services
- Task 4 Bidding and Construction Administration Services

PHASE IA SERVICES – PUMP STATION

Task 1 – Engineering Survey Services

We propose the following engineering survey services:

- Coordinate with property owners for access to private property
- Perform a topographic survey of a 1.5 acre pump station parcel and applicable access easement.
- Set two benchmark and multiple control points within the 1.5 acre parcel and access easement.
- Collect 811 design utility (gas, sewer, water, power, telecommunications, etc.) locates along length of corridor.
- Identify property corners, intersections, curb and gutter, driveways, landscaping beds, trees/shrubs, sidewalks, decorative brick, structures, ramps, etc.
- Identify sanitary sewer structures, pipe sizes, and inverts, hydrants, valves, meters, etc. within corridor.
- Identify overhead utilities such as power poles, control panels, junction boxes, etc.
- Identify limits of Georgia Power Easements or right-of-way
- Set required property pins to identify new parcel and easements (10 pins anticipated)
- Prepare dwg file in Civil3D for use in design.

Task 2 – Geotechnical Investigation Services

We propose the following geotechnical investigation services:

- Coordinate with property owners for access to private property
- Perform three (3) soil boring on the pump station site to determine water table depth and soil characteristics.
- Prepare geotechnical report to be used in design.
- Submit report to the City for record.

Task 3 – Permitting Services

We propose to provide the following permitting services:

- Prepare GDOT specific design drawings of the access entrance to the facility.
- Prepare and submit GPAS permit application and design drawings for review and comment by City staff
- Revise and resubmit GPAS permit design drawings for approval to a maximum limit of two resubmissions.
- Prepare and submit the land disturbance activity (LDA) permit application and NOI for the City's review
- Prepare and submit NPDES permit application in GEOS
- Prepare and submit design drawings and technical specifications to GA EPD for sanitary sewer expansion review.

Task 4 - Engineering Design Services

We propose to provide the following engineering design services:

- Coordinate with the City and ESG on design preferences.
- Coordinate with the City and CMAR on site layout.
- Coordinate with Burns and McDonnell on I&C related to pumping sequencing and operations.
- Develop 60% civil and electrical design drawings and specifications for City review and approval.
- Revise design drawings and specifications according to City 60% review comments.
- Prepare 90% civil and electrical design drawings and specifications for City review and approval.
- Revise design drawings and specifications according to City 90% review comments.
- Prepare 100% civil and electrical design drawings and specifications for construction.
- Prepare and submit an opinion of probable cost for proposed improvements to the City.

Task 5 – CMAR Coordination Services

We propose the following CMAR Coordination Services with Haskell Construction Company:

- Work collaboratively with City and CMAR firm to address construction concerns and value engineering suggestions at the 30%, 60%, and 90% design stages.
- Review preconstruction submittals, schedule, and risk register.
- Review price proposal provided by CMAR.
- Assist with execution of contract documents required between CMAR and City related to pump station.
- Coordinate DBE solicitation requirements/GEFA approval with CMAR for all

subcontracted work.

Task 6 - Construction Administration Services

We propose the following construction administration services:

- Schedule and conduct Preconstruction Conference.
- Review material shop drawings and American Iron and Steel Certifications
- Prepare Exhibit "C" documents and submit to GEFA
- Respond to RFIs and clarifications.
- Conduct bi-weekly construction review meetings.
- Conduct a minimum of two (2) labor interviews to meet GEFA's requirements
- Provide construction review services in the form of multiple site visits (up to 5 hrs per week) to spot check work assuming a 365-day construction period.
- Review and approve monthly pay application quantities assuming a twelve (12) month construction period.
- Review certified payroll applications submitted with each pay application.
- Provide pay application certifications and assist with loan draw to GEFA.
- Perform a punchlist inspection with CMAR and City Staff.
- Prepare and Submit GEFA's Annual Report for the two (2) calendar years that the project is active.
- Attend pump station start-up
- Prepare project record documents utilizing CMAR's redline plans and Operations Sequencing Plan for submission to the City and ESG upon completion of the project.
- Observe pump station commissioning and trouble shooting with East Perry WWTF start-up.
- Certify Project Completion.

PHASE IB SERVICES – FORCE MAIN

Task 1 – Engineering Survey Services

We propose the following engineering survey services:

- Perform stream and wetland delineations along the project corridor to define the applicable boundaries of sewer infrastructure upgrades and reduce the likelihood of impacting environmentally sensitive areas.
- Perform 4,600 LF strip topographic survey along Hwy 247 Spur tied to Georgia State Plane coordinates for proposed force main route as identified in the project location map.
- Set two benchmark and multiple control points within the corridor.
- Collect 811 design utility (gas, sewer, water, power, telecommunications, etc.) locates along length of corridor.
- Identify property corners, intersections, curb and gutter, driveways, landscaping beds, trees/shrubs, sidewalks, decorative brick, structures, ramps, etc.
- Identify sanitary sewer structures, pipe sizes, and inverts, hydrants, valves, meters, etc. within corridor.
- Identify overhead utilities such as power poles, control panels, junction boxes, etc.
- Identify any pertinent storm sewer structures, pipe sizes, and invert elevations within

corridor.

- Identify stream and wetland flagging within project area.
- Prepare dwg file in Civil3D for use in design.

Task 2 – Permitting Services

- Prepare and submit the GDOT GUPS Permits for Highway 341 crossing and for Highway 247 spur longitudinal installation
- Revise and resubmit GDOT GUPS permits for approval to a maximum limit of one resubmission
- Prepare and submit the land disturbance activity (LDA) permit application and NOI for the City's review
- Prepare and submit NPDES permit application in GEOS
- Prepare and submit design drawings and technical specifications to GA EPD for sanitary sewer expansion review.

Task 3 – Engineering Design Services

We propose to provide the following engineering design services:

- Coordinate with the City on design preferences.
- Coordinate with the City on infrastructure alignment, air release valves, and site layout.
- Develop 30% civil design drawings for City review and approval.
- Revise design drawings according to City review comments.
- Develop 75% civil design drawings and specifications for City review and approval.
- Revise design drawings and specifications according to City review comments.
- Coordinate with applicable utility companies (gas, telecommunications, etc.) on proposed improvements.
- Coordinate with Burns & McDonnell on force main termination at East Perry WWTF
- Prepare and submit an updated opinion of probable cost for proposed improvements to the City.
- Prepare and submit 100% plans, contract documents, and technical specifications for proposed improvements to the City.

Task 4 – Bidding and Construction Administration Services

We propose the following bidding and construction administration services:

- Obtain project's bid number from the City and coordinate advertisement for the project bid with City staff.
- Schedule and conduct pre-bid meeting.
- Review bidder RFIs and clarifications.
- Issue addenda as necessary.
- Conduct bid opening.
- Certify bid results and other due diligence efforts.
- Circulate Contract Documents for Execution by City and Contractor.
- Prepare Exhibit "C" documents and submit to GEFA
- Schedule and conduct Preconstruction Conference.
- Review material shop drawings.
- Conduct pre-construction meeting with the Contractor, ESG, and City
- Conduct a minimum of two (2) labor interviews to meet GEFA's requirements

- Provide construction review services in the form of multiple site visits (up to 4 hrs per week) to spot check work assuming a 180-day construction period.
- Review and approve monthly pay application quantities assuming a six (6) month construction period.
- Review certified payroll applications submitted with each pay application.
- Provide pay application certifications and assist with loan draw to GEFA.
- Conduct a monthly review meeting with Contractor, City, and ESG.
- Conduct a punch list inspection with City, Contractor, and ESG.
- Prepare project record documents utilizing Contractor's redline plans for submission to the City upon completion of the project.
- Certify Project Completion.

FEE

GWES proposes to provide the above-described services on a time and material basis with an initial budget including expenses as shown below:

Task	Fee
Phase IA – Pump Station	
Task 1 – Engineering Survey Services	\$4,300
Task 2 – Geotechnical Investigation Services	\$11,000
Task 3 – Permitting Services	\$20,200
Task 4 – Engineering Design Services	\$95,700
Task 5 – CMAR Coordination Services	\$16,000
Task 6 – Construction Administration Services	\$85,800
Phase IA – Pump Station Total	\$233,300
Phase IB – Force Main	
Task 1 – Engineering Survey Services	\$9,000
Task 2 – Permitting Services	\$5,200
Task 3 – Engineering Design Services	\$65,900
Task 4 – Bidding and Construction Administration Services	\$34,200
Phase IB – Force Main Total	\$114,300
Total for Phases IA and IB	\$347,600

GWES shall submit an invoice in the first week of the month for services rendered during the previous month. Invoices shall be accompanied by a description of services rendered and progress schedule for completion of the work. Payment is expected upon receipt of invoice.

ASSUMPTIONS

The following assumptions we used in the development of this scope:

- A kickoff meeting with City will be held to discuss scope of work, project schedule, lines of communication, and other related topics.
- The pump station construction will be under the CMAR contract with Haskell. The force main construction will be traditional design, bid, build project structure.
- The scope is limited to pump station and force main to the East Perry WWTF.
- GWES will have access to City GIS information, sewer as-builts, East Perry WWTF plans, and other related information in the project area.

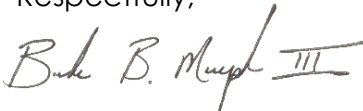
- It is assumed that shallow foundations are sufficient for the building foundation and generator slab.
- No environmental (stream buffer and wetlands) permitting efforts are necessary.
- A 365-day contract time is assumed for construction of the pump station and 180-day contract time is assumed for construction of the force main. Additional fees may apply if the contract extends beyond this assumed timeframe.
- Property acquisition services will be performed by others utilizing the property plat provided by GWES.
- Force main along Highway 247 Spur and AE Harris Rd will be installed within the right-of-way with no easements required.

PROJECT SCHEDULE

We are prepared to begin these services within ten (10) days upon proposal approval. The estimated design completion date will vary dependent upon City and regulatory review periods; however, GWES anticipates completion of the engineering and permitting design within three (3) months from Notice to Proceed. However, geotechnical availability and GDOT permitting may delay the City's ability to move forward with the project.

We greatly appreciate the opportunity to provide this proposal. If the City approves this proposal, we will provide our professional services agreement for the work. If you have any questions, please contact me.

Respectfully,



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

Attachment: Project Location Maps

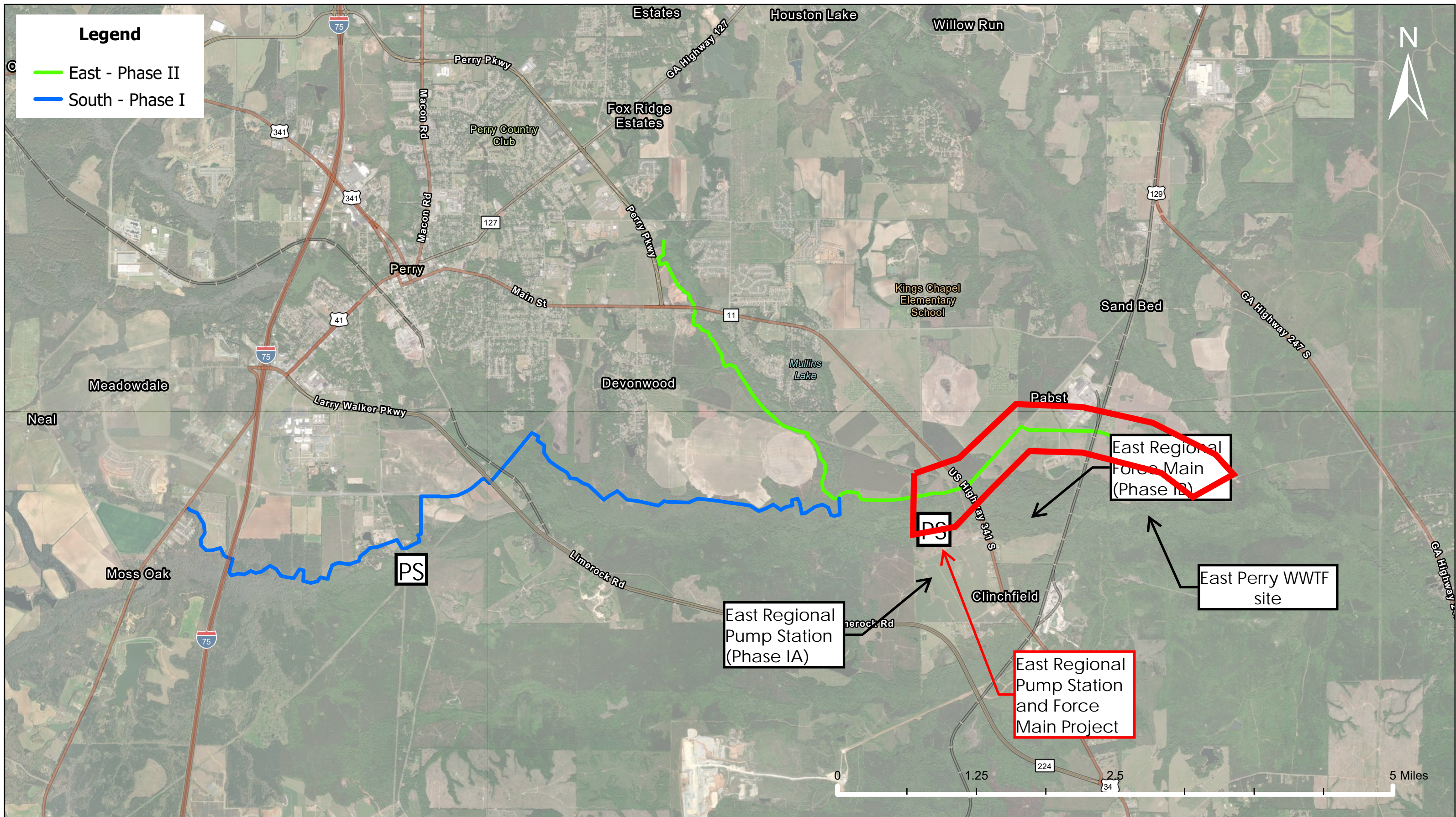


Figure 1: Sewer Collection System to Serve East Perry WWTf



April 22, 2024

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

Reference: Raw Water Contaminant Evaluation and Recommendation Study

Dear Mr. McMurrin,

We are pleased to provide the City of Perry (City) with a scope and fee proposal for engineering services related to further investigation potential short and long term solutions to address the radium contaminant level at Water Treatment Plant No. 2 (WTP No. 2). We thank the City for the opportunity to assist with this project.

BACKGROUND

The City of Perry was informed by the Georgia EPD the radium test result of the sample taken on March 14, 2023, at WTP No. 2 exceeded the maximum contaminant level (MCL). The City has not been issued a violation but has been required to go to quarterly monitoring to obtain an annual average level. WTP No. 2 is currently rated for producing 4 MGD of treated potable water.

GWES has performed a preliminary investigation into possible options for addressing the contaminant. Options were presented to City Council at a work session on March 18, 2024. Attached is the presentation for reference. Based on GWES' and City staff's recommendations, City Council approved further investigation of possible short- and long-term solutions to maintain radium levels at or below EPD's MCL.

PURPOSE

The purpose of this project is to provide the City with potential short- and long-term solutions with associated costs (both capital costs and life cycle costs) for addressing radium in WTP No. 2's raw water supply. Four (4) potential solutions have been identified for this investigation:

1. Blending – This option involves blending existing raw water sources in order to reduce the radium level in the finished water at WTP No. 2. The City will work with ESG to have the water from wells the City owns but are not currently in service tested and will provide the results to GWES. GWES will provide various potential blending options.

2. Expansion of WTP No. 3 – This option involves increasing the capacity of WTP No. 3 to 6 MGD. This would also involve drilling additional wells. GWES will perform a high level evaluation of the footprint required to increase the capacity of the plant.
3. Additional Treatment at WTP No. 2 – This option involves further investigation of treatment options for removing radium from the raw water at WTP No. 2. Options for further investigation include hydrous manganese oxide (HMO) and ion exchange.
4. Drilling New Wells – The option of drilling new wells to replace existing wells with high levels of radium will be further investigated. It is anticipated the City will request to collect water samples from up to five (5) wells throughout the county near possible future well sites.

SCOPE

We propose to provide the following services:

- Investigate potential solutions not previously identified, if any.
- Evaluate potential solutions to determine feasibility either as short- and/or long-term.
- Review impacts to existing infrastructure and treatment processes based on each solution.
- Prepare an opinion of probable cost for each solution.
- Present findings to City and ESG staff for input and discussion.
- Develop an action plan for implementation of recommendations in the event the contaminate annual average can't be achieved.
- Prepare a report discussing potential solutions, costs, action, and implementation for City review and records.
- Present action plan to City Council.

FEE

GWES proposes to provide the above-described services on a time and material basis with an initial budget including expenses for \$57,400. GWES shall submit an invoice each month for services rendered during the previous month. Payment is due upon receipt. GWES reserves the right to suspend or terminate work for any invoice amount not paid within 30 days.

ASSUMPTIONS

The following assumptions were used in the development of this scope:

- The City will have ESG draw water samples on wells currently out of service but owned by the City and ESG will have the samples tested for radium.
- The City will provide GWES design documents for WTP No. 3.
- The City/ESG will provide to GWES all radium, gross alpha, and uranium test results they have available from wells owned by the City.
- The City will request collection of water samples from up to five (5) wells throughout the county near possible future well sites and have ESG take a water sample and have the sample tested for radium. The results will be provided to GWES.
- Design, permitting, and other services not specified are considered outside of the scope.

PROJECT SCHEDULE

We are prepared to begin these services within thirty (30) days upon proposal approval. GWES anticipates completion of the report within six (6) months from Notice to Proceed.

We greatly appreciate the opportunity to provide this proposal. If the City approves of this proposal, we will provide our professional services agreement for the work. If you have any questions, please contact me.

Respectfully,

GWES

Handwritten signature of Burke B. Murph III in blue ink.

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

Attachment: City Council Presentation

WTP NO. 2 WATER QUALITY EVALUATION

PROJECT UPDATE

PROJECT NO. 033.69.1.23

March 19, 2024



History

- **The City produced an annual average of 2.5 MGD of potable water in 2023, but during the summer months the daily average was about 3.5 MGD.**
- **March 14, 2023 - WTP No. 2 had a finished water contaminant exceedance.**
- **June 12, 2023 - EPD notified the City quarterly monitoring was required.**
- **November 8, 2023 – GWES was approached to begin an evaluation**
- **November 20, 2023 - Well No. 3 production ceased as an action item.**
- **February 28, 2024 – Well No. 2 production ceased as an action item.**
- **March 4, 2024 – GWES technical memorandum draft delivered to City.**

Potential Options for Consideration

- **Blend raw water from multiple wells.**
 - **It is anticipated the City can reduce the contaminant level and stay in compliance by blending raw water until other options are evaluated.**
- **Drill one or multiple test wells to evaluate contaminate levels.**
 - **May lead to new well construction**
- **Evaluate the City's wells that are offline.**
- **Expand WTP No. 3.**
- **Treat for contaminant at WTP No. 2.**
- **Purchase water from Houston County**

Recommendations

- **Begin evaluation of blending raw water from multiple wells**
- **Further evaluate options and develop life cycle costs such as:**
 - **Purchasing water from Houston County**
 - **Developing new wells**
 - **Installing treatment at WP #2**
 - **Expanding WP #3**
- **Continue monitoring the finished water and the raw water.**

CONTRACT

STATE OF GEORGIA

COUNTY OF HOUSTON

THIS AGREEMENT entered into this ___ day of May, 2024, by and between the City of Perry, Georgia, hereinafter referred to as "CITY", and Southern Equipment, LLC, hereinafter referred to as "CONTRACTOR".

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall furnish all equipment, labor and materials for demolition services to include all work necessary for the razing, demolition, removal and disposal of buildings, structures, foundations, paving (asphalt, concrete, aggregate), piping, masonry, steel, plumbing, electrical, and HVAC and reinforcement that are part of any building or parcel of land associated with this project, and to include grading the site to a mowable condition and stabilizing the soil with seed and straw, for 1201 James Street, Perry, Georgia (hereinafter "Project") in accordance with the General Conditions attached hereto as Exhibit "A" consisting of three (3) pages, and with the following documents which are attached hereto as Exhibit "B", all of which together make up the Contract Documents:

- (1) Request for Informal Quote No. 2024-09 dated April 22, 2024
- (2) CONTRACTOR's Estimate dated April 18, 2024

Article 2. CONTRACT TIME PERIOD.

CONTRACTOR agrees to complete the work under this contract within eight (8) weeks of receipt of a Notice to Proceed from CITY. Instead of requiring proof of actual loss if the work is not completed within said time, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY \$200.00 for each day that expires after the said completion date.

Article 3. CONTRACT PRICE.

CITY shall pay CONTRACTOR for completion of the work in accordance with the contract documents the sum of seventeen thousand five hundred dollars and no cents (\$17,500.00).

Article 4. PAYMENT PROCEDURES.

CONTRACTOR may make weekly withdrawals by submitting an invoice for materials and work performed for CITY. CITY will hold ten percent (10%) retainage of each payment request until final acceptance of the work by the CITY. CITY's final payment to the

CONTRACTOR shall be made no later than fifteen (15) business days after CITY's final acceptance of the work.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this contract, CONTRACTOR makes the following representations:

- a. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing the work.
- b. CONTRACTOR has carefully studied the site and General Conditions and other matters which may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance or furnishing of the work within the contract price, within the contract time and in accordance with the General Conditions.

Article 6. INSURANCE.

CONTRACTOR shall purchase and maintain Comprehensive General Liability Insurance and Automobile Liability Insurance for the Project, each with policy limits of not less than one million dollars (\$1,000,000.00) per occurrence.

CONTRACTOR shall purchase and maintain Public Liability and Casualty Insurance for the Project in an amount adequate to protect the CONTRACTOR's personnel and the CITY against damages for bodily injury, including death, that may arise under this Contract.

CONTRACTOR shall maintain Workers' Compensation and Employees' Liability Insurance with statutorily required policy limits. In addition, CONTRACTOR shall provide evidence of appropriate professional liability insurance and errors and omission insurance coverages prior to commencement of work.

CONTRACTOR shall purchase and maintain an Excess/ Umbrella Policy with policy limits not less than one million dollars (\$1,000,000.00).

CONTRACTOR shall provide certificates of insurance acceptable to the CITY evidencing compliance with this Article 6, and such certificates shall name the CITY as an additional insured and all policies required herein shall be primary and noncontributory to any of CITY's insurance. Coverages required herein shall be provided by an insurance company authorized to do business in the State of Georgia with an insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rating of Class VIII or greater. Any policy provided for in this Article 6 shall not be cancelled or materially changed without thirty (30) days prior written notice to CITY.

Article 7. CLEAN UP.

Upon completion of the demolition as contemplated herein, CONTRACTOR shall completely clean the premises, freeing it of all trash, rubbish, debris, boxes, wrappings and all of CONTRACTOR's equipment as well as any leftover materials and inventory not desired by CITY.

Article 8. LIENS.

CONTRACTOR hereby indemnifies and agrees to hold CITY harmless from all liens or claims of right to enforce liens against the premises or improvements to be made thereto, of whatever nature said liens or claims may be. Neither final payment nor acceptance by CITY shall constitute a waiver of this indemnity and if such claims are filed, CONTRACTOR shall refund to CITY all monies CITY may be compelled to pay to discharge such liens or claims, including all costs and attorney's fees. Upon completion of the work, CONTRACTOR shall provide an affidavit, in a form reasonably satisfactory to CITY, affirming under oath that all laborers and materialmen involved in any respect with the work have been paid in full.

Article 9. INDEMNIFICATION FOR LIABILITIES, CLAIMS, ETC.

CONTRACTOR hereby indemnifies CITY against all liabilities, claims, and demands for personal injury or property damage arising out of or caused by any act or omission of the CONTRACTOR, his subcontractors, agents, or employees arising in or about the premises at any time from the date of this agreement to final completion of the Project. CONTRACTOR further covenants to use proper care and caution in the performance of its work hereunder so as not to cause damage to any adjoining or adjacent property, and CONTRACTOR shall indemnify and hold the CITY harmless from any liabilities, claims or demands for damage to such adjoining or adjacent property.

Article 10. ASSIGNMENT.

CONTRACTOR shall not assign this contract or any amount payable hereunder without the prior written consent of the CITY.

Article 11. DEFECTS.

CONTRACTOR will, at the request of CITY, correct any defects due to faulty materials or workmanship, without cost to the CITY, and neither the final payment by the CITY nor the final acceptance by the CITY of the improvement to be constructed hereunder shall relieve the CONTRACTOR from responsibility for any such defect in materials and workmanship.

Article 12. VENUE AND JURISDICTION.

This Agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia. Any lawsuit or other action based on

claims arising from this Agreement shall be filed in the Superior Court of Houston County, Georgia.

Article 13. NOTICE.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by certified mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

The CONTRACTOR's Representative for notice shall be:

Jeff Surlis
Southern Equipment, LLC
P.O. Box 26549
Macon, Georgia 31221
(478) 256-7867
demolitionjeff@aol.com

The CITY's Representative for notice shall be:

Kevin Gore, Chief Building Official
City of Perry
741 Main Street
P.O. Box 2030
Perry, Georgia 31069
(478) 988-2719
kevin.gore@perry-ga.gov

Article 14. REQUIREMENT FOR WRITTEN AMENDMENT.

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

Article 15. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties hereto and no representations, inducements, promises, agreements or otherwise between the parties not embodied herein shall be of any force or effect. All warranties in representations of the CONTRACTOR hereunder shall survive final payment and acceptance of the work. Time is of the essence of this agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed the within instrument the day and year first above written.

CITY OF PERRY, GEORGIA

By: _____
RANDALL WALKER, Mayor

Attest: _____
LEE GILMOUR, City Manager

**CONTRACTOR –
SOUTHERN EQUIPMENT, LLC**

By: _____
Jeffrey W. Surles, Owner

[SEAL]

Exhibit "A"

General Conditions

GENERAL CONDITIONS

Workdays will begin no earlier than 7:00A.M. and end at 6:00P.M. or earlier, if at any time, safety, quality of work, weather or darkness is an influencing factor. Once work is started, Contractor shall proceed on a daily continuous basis, weather permitting, through to completion.

When applicable, measures will be taken so that during storage, building materials will be protected from moisture penetration and theft.

Measures, also, will be taken to avoid moisture penetration into building and material during construction, where applicable.

Contractor is fully responsible for any damage sustained to the building's exterior, interior, adjacent buildings, and all their landscaping and grounds during the course of the project, if applicable. **The Contractor at his expense will make all necessary repairs.**

Contractor is responsible for removal of all used materials, and rubbish leaving the grounds clean. Any loose trash is to be picked up and contained from the project on a daily basis. Trash, rubbish, debris and the like shall not be piled up on grounds over night. Containers used for trash removal shall be emptied as needed on a weekly basis. In the event a haul-off cannot be scheduled prior to a weekend or holiday, the Contractor agrees to cover and secure the trash container to prevent rummaging and shall have the trash container emptied as soon practicable.

Contractor will provide experienced personnel with proper training.

Contractor shall furnish and install all materials and labor to complete assigned task.

Contractor shall provide a copy of his License and obtain a permit with the appropriate Municipality. Permits must be on the job-site before commencing work.

Contractor shall furnish all services, tools and equipment needed to complete his assigned task.

All materials are to be new and applied in a neat, professional manner.

Contractor will allow City or representative to inspect work in progress and make an inspection upon completion of the work, to determine if materials and procedures have been followed, in accordance with the Contract Documents.

The presence of City's representative in no way relieves Contractor from its contractual responsibilities with the City.

Contractor shall provide Certificate(s) of Insurance covering Workmen's Compensation, General Liability and Vehicles. Certificate(s) **shall** be on file with the City or City's representative before mobilization of material or labor.

Contractor shall submit a "Partial Release of Liens," with each draw request and a "Final Release of Lien," prior to final payment to render the project free of any Liens. "Partial Release of Liens," and "Final Release of Liens," will also be required from suppliers and sub-contractors.

Contractor will submit a full list of all material suppliers, subcontractors and equipment or other such rental companies providing services or labor, which they will be working with on this project prior to starting project.

Contractor agrees not to sub-contract or assign any portion of this project without prior written approval of City, provided that the list of sub-contractors contained in Contractor's bid proposal, if any, are deemed pre-approved by City.

Final payment will not be authorized until final inspection is made and approved by the City and his Representative.

PRE-COMMENCEMENT CONFERENCE

Prior to commencement and associated work, a meeting at the project site with the Contractor's installer/superintendent/lead person, installer of related work, and City's representative shall occur. Contractor shall record discussions and agreements and furnish a copy to each participant.

Outline of Pre-Commencement Conference:

- I. Executed Contract
- II. All certificates of insurance and permits on file with (or presented to) City.
- III. Product data for all materials used in the performance of this project.
- IV. Submit M.S.D.S for all materials required for City's use.
- V. Submit in writing how Contractor will protect City's and adjacent property from damage during this work.
- VI. Other pertinent discussions/requirements.

JOB CONDITIONS

Weather: Proceed with construction work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendation and warranty requirements.

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SANITARY FACILITIES

Contractor is responsible for providing an on-site pot-o-let for use by his employees.

CLEANING DURING CONSTRUCTION

Contractor shall control accumulation of waste material and rubbish and require daily disposal in a closed container or removal to a permitted landfill. There shall be **no** dumping in the City's receptacles.

COMPATIBILITY

Contractor shall provide products, which are recommended by Manufacturers to be fully compatible with, indicated substrates, or provide separation materials as required to eliminate contact between incompatible materials.

STORAGE AND HANDLING

Contractor shall:

Deliver products in original unopened packaging properly identified.

All materials shall be kept dry prior to and during applications.

All materials shall be properly stacked/stored so as not to damage themselves prior to installation.

Contractor is responsible for any theft, which occurs to the material stored on site during the duration of the project.

Exhibit "B"

Request for Informal Quote No. 2024-09 dated April 22, 2024

and

CONTRACTOR's Estimate dated April 18, 2024



REQUEST FOR INFORMAL QUOTE NO. 2024-09

DATE ISSUED: April 22, 2024

FOR: 1201 James Street Demolition

QUOTES REQUESTED BY: 5:00 PM Wednesday,
May 1, 2024

QUOTE RECEIVING OFFICE: City of Perry
Community Development
741 Main Street
PO Box 2030
Perry, GA 31069

MAY BE EMAILED TO: kevin.gore@perry-ga.gov

PURCHASING CONTACT INFORMATION: Mitchell Worthington
Finance Director
478-988-2709
mitchell.worthington@perry-ga.gov

The City of Perry Community Development is soliciting quotes from qualified vendors for demolition service for 1201 James Street in accordance with the attached "Scope of Services." It is the City's intention to award the entirety of the Scope of Services to one contractor. The selected contractor must provide 1) a signed E-Verify affidavit and 2) proof of insurance in accordance with the attached "Insurance Requirements" before a contract will be awarded.

Should you have any questions, please contact Kevin Gore, Chief Building Official via email (kevin.gore@perry-ga.gov) or phone at 478-988-2719.

The City of Perry reserves the right to accept any and/or all parts of submitted quotes. We also reserve the right to reject all quotes and to waive informalities.



This work will consist of the complete demolition of the structure at the property identified as 1201 James Street.

Existing utilities that are part of the infrastructure in these areas that may be affected by the demolition will need to be protected and/or removed as deemed necessary by the City of Perry. Coordination with the appropriate service company, such as Georgia Power, Hargray, ESG, etc. will be the responsibility of the demolition contractor. Service outages will need to be at a minimum and scheduled in advance with at least 24-hour notice or more to all effected parties if possible.

Existing electric, sewer, water, and/or gas services to the building shall be permanently disconnected and removed from the site. Any service lines that are required to be capped shall be done in a manner which is permanent.

Protection of adjacent properties, streets, curbs & gutters, driveways, sidewalks, sewer and storm water inlets, water and power as well as all best management practices (BMPs) related to erosion and sediment control shall be maintained at all times. Any obstruction or temporary closure of streets, sidewalks or other City infrastructure will not be allowed unless prior approval is obtained from the City of Perry. Any damage to the sidewalk or road as a result of the demolition activities will be the responsibility of the contractor to repair it to the satisfaction of the City.

Dust control measures shall be provided, as well as demolition site protection to include fencing, barricades, signage, and warnings to limit or prohibit unauthorized access. All standard safety practices as recognized by industry standards shall always be observed and adhered to.

All materials, debris, rubbish, scrap and equipment resulting from the demolition, unless otherwise indicated, shall be removed from the demolition site and disposed of in a construction and demolition landfill or other approved area by the contractor on a timely schedule. All asbestos containing material shall be properly remediated by a qualified professional and disposed of in an approved manner.

When demolition is complete, the site shall be left in a clean, reasonably level, stabilized, mow-able condition with the necessary silt fencing and or other BMP materials in place. If fill dirt, sand or other material is needed to provide the level of completion as noted above the contractor will be responsible for such materials. Grading of the site shall be completed to prevent the accumulation of standing water.

A final inspection and approval by the City of Perry Building Department will be performed before final payments are approved.

Licenses and Permits

The vendor shall obtain and pay for any permits and licenses required for the performance of the work, post all notices required by law, and comply with all laws, ordinances, and regulations relating to the conduct of the work, as specified herein. For any work that requires an inspection certificate issued by local authorities or any other governing body, such inspection certificate(s) shall be obtained by and paid for by the vendor. The chosen vendor shall procure all required certificates of acceptance or completion issued by state, municipal, or other authorities, and must deliver these to the City.

Insurance

The vendor shall, at vendor expense, procure and maintain satisfactory public liability and casualty insurance to adequately protect the vendor's personnel and the City against damages for bodily injury, including death that may



Where Georgia comes together.

arise from operations under this contract, whether such operations are by the vendor or by the vendor's subcontractor, or anyone directly or indirectly employed by the vendor.

The City will require the vendor with which a contract is established to provide evidence of appropriate professional liability insurance, errors and omission insurance, and workers' compensation insurance coverage prior to commencement of work.

Such coverage must be provided by an insurance company or companies authorized to do business in the State of Georgia. Certificates must name the City as an Additional Insured, shall provide that contractor's policy is primary over any insurance carried by the City, and shall provide that the policy will not be cancelled or materially changed without 30 days prior notice in writing to the City. The successful vendor must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its proposal or to persons who may be injured or damaged by the firm or its agents in the performance of the work. Provider minimum insurance coverages are:

Workers' Compensation Insurance:

- State: \$100,000 or state required coverage, whichever is greater
- Federal: \$200,000 or federally required coverage, whichever is greater

Employer's Liability Insurance:

- \$200,000 or the statutorily required coverage, whichever is greater

Comprehensive General Liability Insurance:

- Combined single limit for bodily injury and property damage: \$1,000,000 each occurrence; \$2,000,000 combined single limit.
- General aggregate- \$2,000,000
- Operations aggregate - \$2,000,000

Personal Injury Insurance:

- \$1,000,000 each occurrence

Excess/Umbrella Policy:

- \$1,000,000 each occurrence; \$2,000,000 general aggregate

Comprehensive Automobile Liability Insurance:

- Bodily Injury: \$1,000,000 each person; \$1,000,000 each occurrence
- Property damage: \$100,000 each occurrence; combined single limit of \$200,000
- Combined single limit per accident for property damage and bodily injury- \$2,000,000

Prior to commencement of any work, these and other provisions will be established contractually.

Southern Equipment, LLC
 PO Box 26549
 Macon, GA 31221 US
 (478) 784-9025
 demolitionjeff@aol.com
 www.southernequipment.net

Estimate 847

ADDRESS	SHIP TO
CITY OF PERRY	CITY OF PERRY
PO BOX 2030	1201 JAMES ST
PERRY, GA 31069	Perry Ga 31069

DATE
 04/18/2024

TOTAL
 \$17,500.00

P.O. NUMBER
 1201 JAMES ST

ACTIVITY	QTY	RATE	AMOUNT
02.10 Demo Demo structure at- 1201 James St Perry Ga- Includes labor, equipment, license, insurance, notification, permit, hauling, and disposal to demolish house to the ground. All demolition waste and debris hauled to an allowed facility. Does include removal of any asbestos. Does NOT include any fees payable to any utility providers for services or disconnects.	1	17,500.00	17,500.00

SUBTOTAL	17,500.00
TAX	0.00

TOTAL	\$17,500.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ^{16th} day of ~~March~~^{APRIL}, 2024 by and between:

**CITY OF PERRY, GEORGIA, ("Seller") and
GEORGIA AGRICULTURAL EXPOSITION AUTHORITY ("Purchaser").**

1. PURCHASE AND SALE:

The Purchaser agrees to buy, and the Seller agrees to sell in fee simple, the parcel of land described as follows, (hereinafter referred to as the "Property").

All that tract or parcel of land situate, lying and being in Land Lot 314 of the Thirteenth Land District of Houston County, Georgia and in the City of Perry, containing 3.44 acres as shown on a plat of survey prepared by Richard L. Jones, Surveyor, on October 8, 1989, a copy of said plat of survey being recorded in Map Book 38, Page 40, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description by reference thereto for all purposes.

Said property is conveyed subject to the reservations and conditions contained in that warranty deed from W.E. Beckham, Jr. and Edward M. Beckham, II to the City of Perry, Georgia, dated February 21, 1990, and recorded in the Clerk's Office, Houston Superior Court.

**Houston County Tax Map Parcel No.: 0P0340 003000
Street Address: 103 General Courtney Hodges Boulevard**

2. PURCHASE PRICE AND METHOD OF PAYMENT:

The purchase price for the Property shall be a total of one million thirty thousand dollars **\$1,030,000.00**. The purchase price shall be paid in cash at closing.

3. WARRANTY OF TITLE:

At the time the sale is consummated, Seller agrees to convey good and marketable, fee simple title to Purchaser, which is hereby described as title which is insurable by a national title insurance company at its standard rates on an ALTA Owner Policy, without exception other than the following "Permitted Title Exceptions": (a) zoning ordinances affecting the Property; (b) general utility, sewer and drainage easements of record; (c) current city, state and county ad valorem property and sanitary taxes not yet due and payable; and (d) other easements, restrictions and encumbrances specified in this Agreement or any exhibit incorporated herein.

4. TITLE EXAMINATION:

The closing attorney shall examine title to the Property and furnish Seller with a written statement of objections affecting the marketability of said title, other than the Permitted Title Exceptions, at least three (3) days prior to closing. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller: (a) this Agreement shall be null and void, and all Earnest Money shall be promptly returned to Purchaser or (b) Purchaser shall waive such objections and proceed to closing in which event any such waived objection shall become a Permitted Title Exception. The date of closing under this Agreement shall be extended for a reasonable period of time so as to enable Seller to satisfy such title objections.

5. CONDITION OF PROPERTY:

The Property is sold "AS IS", with all faults and defects, known or unknown.

6. REAL ESTATE AGENT AND COMMISSION:

Seller states that none of the Property was listed for sale with a real estate agent or broker and that no commissions shall be due and owing at the time of closing. Seller hereby agrees to indemnify and hold Purchaser harmless from any liability relating to claims for real estate commission asserted by any agent or broker.

7. ASSIGNMENT:

This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser without the prior written consent of the Seller, such consent not to be unreasonably withheld.

8. BINDING EFFECT:

This Agreement shall bind and inure to the benefit of Seller and Purchaser, and their respective heirs, executors, legal representatives, successors and permitted assigns.

9. RESPONSIBILITY TO COOPERATE:

Seller and Purchaser agrees that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed, and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.

10. DEFAULT; REMEDIES:

10.1. If Seller has failed to perform any of its undertakings hereunder by the date designated herein for such performance, Purchaser may extend, but shall not be obligated to extend, the required date of performance. If Seller breaches any of their covenants, agreements, representations or warranties contained in this Agreement, or if said representations and warranties are not true and correct on the date hereof and on the Closing Date, or if Seller fails to perform any affirmative obligation or consummate the sale contemplated herein for any reason other than Purchaser's default, then provided that Purchaser is not in default hereunder and provided further that Purchaser has given Seller ten (10) days written notice specifying the exact nature of such breach or failure, and if such breach or failure has not been cured within ten (10) days after the date such notice was delivered, Purchaser may declare this Agreement terminated, in which event all rights and obligations of the parties hereunder shall be terminated.

10.2. The exercise (or failure to exercise) of any one of Purchaser's or Seller's rights or remedies under this Agreement shall not be deemed to be in lieu of, or a waiver of, any other right or remedy contained herein.

11. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing, and shall be deemed delivered either

- A. In person,
- B. By overnight delivery service prepaid,
- C. By facsimile (fax) transmission, or
- D. U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, to the party being given such notice, at the appropriate addresses set forth below:

As to Seller:
City of Perry, Georgia
Attn: Brooke Newby
P.O. Box 2030
Perry, Georgia 31069

As to Purchaser:

Georgia Agricultural Exposition Authority
Attn: Stephen Shimp
401 Larry Walker Parkway
Perry, Georgia 31069

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. In the event no address for purpose of notice is specified with respect to a particular party as required by this paragraph, any other party may direct notices to such party at any business or residence address known to such other party. Any such notice to any unspecified address shall be effective when delivered personally or, with respect to mailed notices, upon actual receipt by the party to whom in such notice is directed, as shown on the return receipt therefor.

12. TIME:

Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT; MODIFICATION:

It is expressly understood and agreed between the parties that this Agreement as signed by them constitutes the entire contract and understanding between them as to the subject matter stated herein. All prior or contemporaneous representations, and understandings and agreements, oral or otherwise, are merged herein. There can be no modification of this Agreement unless same is in writing, duly executed by both parties and attached hereto.

14. MISCELLANEOUS:

1. **Taxes Prorated:** Taxes shall be prorated as of the date of closing.

2. **Date of Closing:** The parties shall close the sale of the Property within one hundred twenty (120) days of the execution of this Agreement, in the office of Walker, Hulbert, Gray & Moore, LLC at 909 Ball Street, Perry, Georgia.

If the time period by which any right, option, or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on Saturday, Sunday, or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

3. **Waiver:** Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefitted thereby.

4. **IRS Compliance:** Sellers and Purchaser agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Sellers).

5. **Governing Law:** This Agreement shall be construed under the laws of the State of Georgia.

6. **Survival:** All warranties and representations contained in this Agreement shall continue to bind the parties and shall survive the closing and the execution and delivery of the warranty deed.

7. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, Purchaser and Sellers have hereunto set their hands and seals as of the date indicated below.

SELLER:

CITY OF PERRY, GEORGIA

By: _____
RANDALL WALKER, Mayor

Attest: _____
ANNIE WARREN, City Clerk

Signed, sealed and delivered
in the presence of:

[CITY SEAL]

Unofficial Witness

Notary Public

[SEAL]

PURCHASER:

**GEORGIA AGRICULTURAL EXPOSITION
AUTHORITY**

By: _____
[Handwritten Signature]

STEPHEN M. SHIMP
Printed Name

EXECUTIVE DIRECTOR
Title

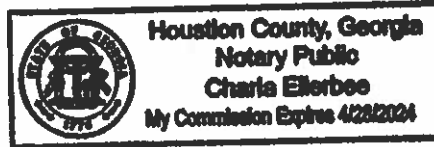
Signed, sealed and delivered
in the presence of:

[Handwritten Signature]

Unofficial Witness
[Handwritten Signature]

Notary Public

[SEAL]



Guaranteed Maximum Price (GMP) Information

May 2, 2024

GWES
Mr. Burke Murph
733 Carroll Street
Perry, GA 31069

RE: GMP (Phase II) for the NWSA Storage & Booster Pump Station
Perry, Georgia

Mr. Murph,

After receiving the bids on the NWSA Storage & Boster Pump Station Facility, we are pleased to present the attached information listed below.

Appendix	Description
A	Guaranteed Maximum Price (GMP)
B	Bid Tabulations
C	Project Alternates
D	Project Allowances

Should you have any questions concerning the attached information please feel free to contact me at any time. As always, we thank you for the opportunity to serve the City of Perry.

Sincerely,

Stephen D. Mock
Utility Project Manager
Parrish Construction Group, Inc.

Cc: File

Bid Pkg	Description	Grand Total
01.100	Design	10,000
01.101	General Conditions	219,000
01.102	Allowances	639,580
01.105	Construction Contingency	100,000
01.200	CMP Monitoring	11,100
02.100	Sitework	156,750
02.171	Site Utilities	285,500
02.190	Fencing	31,343
03.100	Concrete	62,603
04.100	Masonry	64,827
05.100	Light Gauge Metal Trusses & Drywall	51,500
07.102	Metal Roofing	52,458
08.100	Doors and Hardware	8,053
08.130	Overhead Doors	9,354
09.190	Painting & Coatings	12,500
15.100	HVAC	44,300
15.400	Mechanical	125,874
15.800	Pressure Maintenance Pumps	313,535
16.100	Electrical	408,131
16.300	SCADA	77,060

Estimate Totals

Description	Amount	Totals
P&P Bond	18,925	
Insurance	19,866	
Cost of Work Subtotal		2,722,259
Overhead & Profit	104,807	
Preconstruction	10,907	
Total		2,837,973

Appendix B

Parrish Construction Group
Bid Tabulation
Perry NWSA Storage & Booster Pump Station
Perry, Georgia
1-May-24

01.200 - Comprehensive Monitoring

Bidder Name	Base Bid
Terracon	\$ 11,100.00
Contour Engineering (No Bid)	\$ -
Preston Geotechnical (No Bid)	\$ -

Selected Subcontractor:	Terracon	
Base Bid Amount:	\$	11,100.00
Accepted Alternates	\$	-
Revised Bid Amount:	\$	11,100.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

2.100 Sitework

Bidder Name	Base Bid
LeClay	\$ 156,749.64
*D&D Property Solutions	\$ 109,000.00
Snowco	\$ 230,500.00
Appling Brothers (No Bid)	\$ -
McCoy (No Bid)	\$ -

*Late bid and incomplete scope of work.

Selected Contractor:		LeClay
Base Bid Amount:	\$	156,749.64
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	156,749.64

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

02.171 Site Utilities

Bidder Name	Base Bid
Pyles Plumbing & Utilities	\$ 285,500.00
LeClay	\$ 294,137.50
Snowco	\$ 370,500.00

Selected Contractor:	Pyles Plumbing & Utilities
Base Bid Amount:	\$ 285,500.00
Accepted Alternates:	\$ -
Revised Bid Amount:	\$ 285,500.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

02.190 Fencing

Bidder Name	Base Bid
Sims Fencing	\$ 31,343.00
*AA Action Fence	\$ 28,100.00
Ruis Fence (No Bid)	\$ -
T&T Fence (No Bid)	\$ -

*AA Action Fence (incomplete scope). Did not include double gates or alternate pricing.

Selected Contractor:		Sims Fencing
Base Bid Amount:	\$	31,343.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	31,343.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

03.100 Concrete Labor Bids

Bidder Name	Base Bid
LDC Concrete	\$ 16,476.00
L&D Concrete	\$ 19,000.00
JJD Concrete Specialists	\$ 20,500.00

Selected Contractor:		LDC Concrete
Base Bid Amount:	\$	16,476.00
Parrish-Material, Supervision, Equipment	\$	46,127.00
Revised Bid Amount:	\$	62,603.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

04.100 Masonry Labor Bids

Bidder Name	Base Bid
S&G Masonry	\$ 23,005.00
Candela Masonry	\$ 24,615.00
The Good The Bad The Ugly	\$ 25,535.00

Selected Contractor:		S&G Masonry
Base Bid Amount:	\$	23,005.00
Parrish-Material, Supervision, Equipment	\$	41,822.00
Revised Bid Amount:	\$	64,827.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

05.150 Light Gauge Trusses & Sheetrock

Bidder Name	Base Bid
Rightway Drywall	\$ 51,500.00
Astro Interior Contracting (No Bid)	\$ -
Schell Acoustical (No Bid)	\$ -

Selected Contractor:		Rightway Drywall
Base Bid Amount:	\$	51,500.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	51,500.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

07.102 Metal Roofing

Bidder Name	Base Bid
Pittman Waller	\$ 52,458.00
Bates Roofing (No Bid)	\$ -
LE Schwartz	\$ 63,000.00

Selected Contractor:		Pittman Waller
Base Bid Amount:	\$	52,458.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	52,458.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

8.100 Doors, Frames, Hardware

Bidder Name	Base Bid
Freedom Door	\$ 8,053.00
Robinson Door	\$ 11,750.00
GA Hardware Distributors	\$ 13,500.00
BHE (No Bid)	\$ -
Valdosta Commercial Door (No Bid)	\$ -

Selected Contractor:	Freedom Door
Base Bid Amount:	\$ 8,053.00
Accepted Alternates:	\$ -
Revised Bid Amount:	\$ 8,053.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

08.130 Overhead Doors

Bidder Name	Base Bid
River City Door Company	\$ 9,354.00
*Top Notch Door	\$ 3,403.00
Overhead Door of Macon (No Bid)	\$ -
Metro Gargage Door (No Bid)	\$ -

*Top Notch Door - non-responsive to vetting questions.

Selected Contractor:	River City Door Company
Base Bid Amount:	\$ 9,354.00
Accepted Alternates:	\$ -
Revised Bid Amount:	\$ 9,354.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

09.190 Painting/Coatings

Bidder Name	Base Bid
PIC	\$ 12,500.00
AEI	\$ 17,258.00
DMP (No Bid)	\$ -
Southern Painting Perfection (No Bid)	\$ -
Bobby Taylor Painting (No Bid)	\$ -

Selected Contractor:		PIC
Base Bid Amount:	\$	12,500.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	12,500.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

15.100 HVAC

Bidder Name	Base Bid
Hoke's Heating and Air	\$ 44,300.00
Hamlin Air Conditioning & Sheet Metal	\$ 46,707.00
Pruett Air Conditioning	\$ 49,800.00
Green & Associates (No Bid)	\$ -
Conditioned Air (No Bid)	\$ -

Selected Contractor:	Hoke's Heating and Air
Base Bid Amount:	\$ 44,300.00
Accepted Alternates:	\$ -
Revised Bid Amount:	\$ 44,300.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

15.400 Mechanical Piping

Bidder Name	Base Bid
GEA	\$ 125,874.00
A&W (No Bid)	\$ -
Green & Associates (No Bid)	\$ -
Pyles Plumbing (No Bid)	\$ -

Selected Contractor:		GEA
Base Bid Amount:	\$	125,874.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	125,874.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

15.800 Pressure Maintenance Pumps

Bidder Name	Base Bid
GWI	\$ 313,535.00
*Templeton & Associates (No Bid)	\$ -

*Could not meet spec or delivery time frame.

Selected Contractor:	GWI
Base Bid Amount:	\$ 313,535.00
Accepted Alternates:	\$ -
Revised Bid Amount:	\$ 313,535.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

16.100 Electrical

Bidder Name	Base Bid	Alternate 1
Cook Electrical	\$ 594,131.00	\$ (186,000.00)
*Allstate Electrical	\$ 555,000.00	N/A
GEA	\$ 605,000.00	N/A
Southern Electrical & Technical	\$ 695,125.00	N/A
Speir & Associates (No Bid)	\$ -	N/A

*Allstate Electrical - Incomplete scope. Did not include VFD's, spare parts, or alternate pricing.

Selected Contractor:		Cook Electrical
Base Bid Amount:	\$	594,131.00
Accepted Alternates:	\$	(186,000.00)
Revised Bid Amount:	\$	408,131.00

Parrish Construction Group
 Bid Tabulation
 Perry NWSA Storage & Booster Pump Station
 Perry, Georgia
 1-May-24

16.300 SCADA

Bidder Name	Base Bid
EMICC	\$ 77,060.00

*EMICC is the sole source for the City of Perry.

Selected Contractor:		EMICC
Base Bid Amount:	\$	77,060.00
Accepted Alternates:	\$	-
Revised Bid Amount:	\$	77,060.00

Parrish Construction Group

Project Alternates

Perry NWSA Storage & Booster Pump Station
Perry, Georgia
May 1, 2024

#	Type	Bid Package	Scope	Add Amount	Deduct Amount	Approval	Accepted Changes
V1	Bid	16.100	Eliminate VFD's from Electrical scope of work. The VFD's will be furnished under division 15.800.		\$ (186,000.00)	Y	\$ (186,000.00)

Total Changes \$ (186,000.00)

Parrish Construction Group
 Project Allowances

NWSA Storage & Booster Pump Station
 Perry, Georgia
 May 1, 2024

#	Type	Scope	Value
1	Allowance	Access Controls	\$ 25,000.00
2	Allowance	Georgia Power Transformer	\$ 50,000.00
3	Allowance	Temporary Generator	\$ 50,000.00
4	Allowance	Landscaping	\$ 100,000.00
5	Allowance	Communication Integration	\$ 50,000.00
6	Allowance	Temporary Pump	\$ 50,000.00
7	Allowance	Temporary Water	\$ 15,000.00
8	Allowance	Hoist	\$ 50,000.00
9	Allowance	Temporary Fencing	\$ 14,580.00
10	Allowance	Surveying Allowance	\$ 10,000.00
11	Allowance	Hydropneumatic 500 Gallon Tank	\$ 100,000.00
12	Allowance	Structural Aesthetics	\$ 25,000.00
13	Allowance	Owners Allowance	\$ 100,000.00

Total Allowances \$ 639,580.00

Amendment No.2 to Agreement Between Owner and Construction Manager

Pursuant to Paragraph 3.2 of the Agreement, dated October 23, 2023 between the City of Perry (*Owner*), and Parrish Construction Group, Inc. (*Construction Manager*), for the Northwest Service Area Ground Storage Tank and Booster Pump Station project (*the Project*), the Owner and Construction Manager hereby establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

Phase: Northwest Service Area Ground Storage Tank and Booster Pump Station – Phase 2
This is the Second (2nd) phase of the project released for construction under the above referenced Agreement.

ARTICLE I

Guaranteed Maximum Price

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 7 and the Construction Manager's Fee as defined in Article 6, is **Two million eight hundred thirty-seven thousand nine hundred seventy-three dollars & 00/100 (\$2,837,973.00)**.

As can be determined by examination of Exhibit H, the GMP includes lump-sum amounts of \$104,807.00 for the Construction Manager's fee, \$219,000.00 for General Conditions costs, and other itemized costs totaling \$49,698.00. The GMP also includes a construction contingency allowance, as defined in Article 3.2.4 in the amount of \$100,000.00.

This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through H, as follows:

- Exhibit A Documents Acknowledgment; drawings, specifications, addenda, general and supplementary conditions of the Contract on which the Guaranteed Maximum Price is based, pages 1 through 2, dated **May 2, 2024**.
- Exhibit B Contractor Immigration Compliance Affidavit page 1, dated **May 2, 2024**.
- Exhibit C Allowances; included in Guaranteed Maximum Price page 1, dated **May 2, 2024**.
- Exhibit D Assumptions & Clarifications; made in preparing the Guaranteed Maximum Price, page 1, dated **May 2, 2024**.
- Exhibit E Construction Schedule; pages 1 through 2, dated **May 2, 2024**.
- Exhibit F Alternates; alternate prices received on bid day, page 1, dated **May 2, 2024**.
- Exhibit G Unit Prices; unit prices received on bid day, page 1, dated **May 2, 2024**.
- Exhibit H Guaranteed Maximum Price Spreadsheet; page 1, dated **May 2, 2024**.

ARTICLE II

Contract Time

The date of Substantial Completion for this phase established by this Amendment is: March 7, 2025.

This Agreement entered into as of the day and year first written above.

Owner

Construction Manager

Mitchell Worthington, Finance Director
City of Perry

Charles W. Griffis, President
Parrish Construction Group, Inc.

Attest

Attest

City of Perry

Jeremy Bennett, V.P Perry Operations
Parrish Construction Group, Inc.

Exhibit A

Documents Acknowledgment

The Contract Documents include all Plans, Specifications and Addenda, said Contract Documents being entitled:

Northwest Service Area Ground Storage Tank and Booster Pump Station – Phase 2
Northwest Corner of GA HWY 341 and Perry Bypass, Perry, GA 31069 United States

As prepared by: GWES Engineering

1.) SPECIFICATIONS: Consisting of One (1) volume, labeled 033.76.1.24.

2.) ADDENDA:

3.) SUBCONTRACTOR REQUEST FOR PROPOSAL:

- I. Invitation to Bid
- II. Schedule of Bid Packages
- III. Project Schedule
- IV. Instructions to Bidders
- V. Bidder Qualifications Form
- VI. Bid Form
- VII. General Scope of Work Items
- VIII. Detailed Bid Package Scopes
- IX. Subcontract Agreement Form

4.) DRAWINGS: Titled: Northwest Ground Storage Tank and Booster Pump Station, Not for Construction – 60% Design, Project No. 033.76.1.24, dated March 29, 2024, consisting of Forty-two (42) sheets.

DRAWING INDEX

	COVER SHEET
C-1	GENERAL NOTES, LEGEND, AND ABBREVIATION LEGEND
C-2	GENERAL LOCATION MAP
C-3	EXISTING SITE PLAN
C-4	SITE, GRADING AND DRAINAGE PLAN
C-5	YARD PIPING PLAN
C-6	WATER VAULT DETAILS
C-7	GROUND STORAGE TANK PLAN
C-8	GROUND STORAGE TANK SECTION AND DETAILS
C-9 - C-10	GROUND STORAGE TANK DETAILS
C-11	BOOSTER PUMP STATION BUILDING PLAN AND SECTION
C-12	BOOSTER PUMP STATION SECTIONS
C-14-C-15 C-13 - C14	MISCELLANEOUS DETAILS
CK-1-CK-9	EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN
E-001	ELECTRICAL LEGEND & NOTES
E-002	ELECTRICAL MATERIALS SCHEDULE
E-101	ONE LINE DIAGRAM
E-201	PANELBOARD SCHEDULES
E-301	OVERALL ELECTRICAL SITE PLAN
E-302	BOOSTER PS POWER PLAN
E-501	OVERALL LIGHTING PLAN
E-502	BOOSTER PS LIGHTING PLAN
E-601-E605	SCHEMATIC WIRING DIAGRAM
E-901-E902	ELECTRICAL INSTALLATION DETAILS
M-001	MECHANICAL SPECIFICATIONS
M-002	MECHANICAL SCHEDULES AND DETAILS
M-101	BOOSTER PS MECHANICAL PLAN


Exhibit B

Contractor Affidavit under O.C.G.A. § 13-10-91 (b)(1)

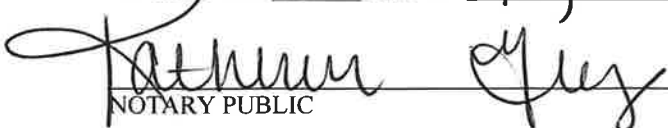
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Owner has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47956
Federal Work Authorization User Identification Number
8/18/2010
Date of Authorization
Parrish Construction Group, Inc.
Name of Contractor
Northwest Service Area Ground Storage Tank and Booster
Pump Station – Phase 2
Name of Project
City of Perry
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on May 2, 2024 in Perry (city), Georgia (State).


Signature of Authorized Officer or Agent
Charles W. Griffis, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2 DAY OF May, 2024.


NOTARY PUBLIC

My Commission Expires: Aug 6, 2025



Exhibit C

Allowances

#	Type	Scope	Value
1	Allowance	Access Controls	\$ 25,000.00
2	Allowance	Georgia Power Transformer	\$ 50,000.00
3	Allowance	Temporary Generator	\$ 50,000.00
4	Allowance	Landscaping	\$ 100,000.00
5	Allowance	Communication Integration	\$ 50,000.00
6	Allowance	Temporary Pump	\$ 50,000.00
7	Allowance	Temporary Water	\$ 15,000.00
8	Allowance	Hoist	\$ 50,000.00
9	Allowance	Temporary Fencing	\$ 14,580.00
10	Allowance	Surveying Allowance	\$ 10,000.00
11	Allowance	Hydropneumatic 500 Gallon Tank	\$ 100,000.00
12	Allowance	Structural Aesthetics	\$ 25,000.00
13	Allowance	Owners Allowance	\$ 100,000.00

Total Allowances \$ 639,580.00

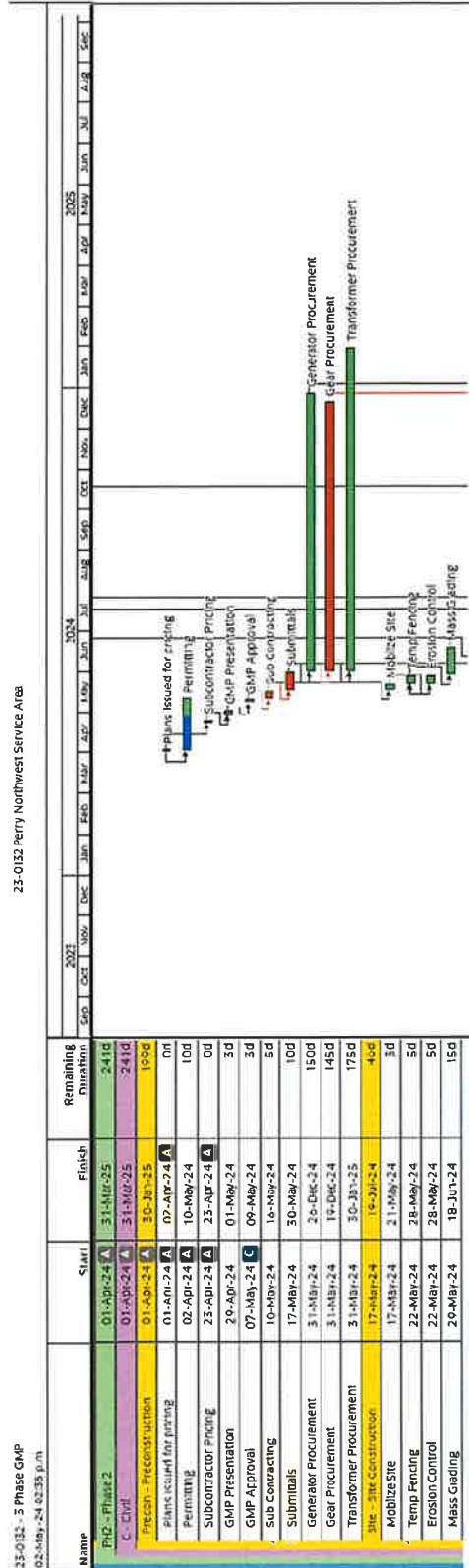
Exhibit D

Assumptions & Clarifications

The following assumptions & clarifications were made in preparing the Guaranteed Maximum Price:

1. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this agreement; (b) the Agreement; (c) the drawings, specifications and addenda issued prior to the execution of this Agreement; (d) approved submittals; (e) information furnished by the Owner; (f) other documents listed in this Agreement. Among all Contract Documents, the term or provision that is most specific or includes the latest date shall control.
2. All costs for independent testing services are to be paid by Owner and are not included in the Guaranteed Maximum Price.
3. The Guaranteed Maximum Price does not include any provision for additional work that may be required due to unforeseen, subsurface conditions. Cost for additional work, if any, will be determined by actual quantities encountered at Unit Prices quoted in Exhibit G.
4. The GMP included in this agreement includes a construction contingency. This is a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs which are properly reimbursable as cost of the Work but not the basis of a Change Order. The Construction Manager shall account for and report to the Owner on a monthly basis any use of the construction contingency.
5. The Contractor and Owner acknowledge the ongoing risk and uncertainty regarding unusual and severe material shortages, price increases, delays and other impacts caused by illness epidemics (including COVID-19) and actions of government or authorities having jurisdiction in connection with such events. Accordingly, in the event Contractor's costs for labor, materials or equipment increase over the Contractor's estimated costs for same or Contractor is delayed in the performance of the Work as a result of any such cause(s) beyond the control of Contractor, then Contractor shall have the right to an equitable adjustment of the Contract Price and/or Contract Time, as appropriate.
6. The Owner shall be responsible for payment to Construction Manager for materials and/or equipment suitably stored on and/or off-site prior to incorporation of materials and/or equipment into the work.
7. Permits will be purchased internally by the City of Perry.
8. Costs associated with Davis Bacon wage rates and certified payroll are not included in the Guaranteed Maximum Price.
9. The water main feed to serve the new storage tank is not included in the project. Refer to Exhibit E Project Schedule for the required completion date of water main feed installation.

Exhibit E Schedule



25-0152 Perry Northwest Service Area

25-0152 - 3 Phase GMP
02-May-24 02:35 P.M.

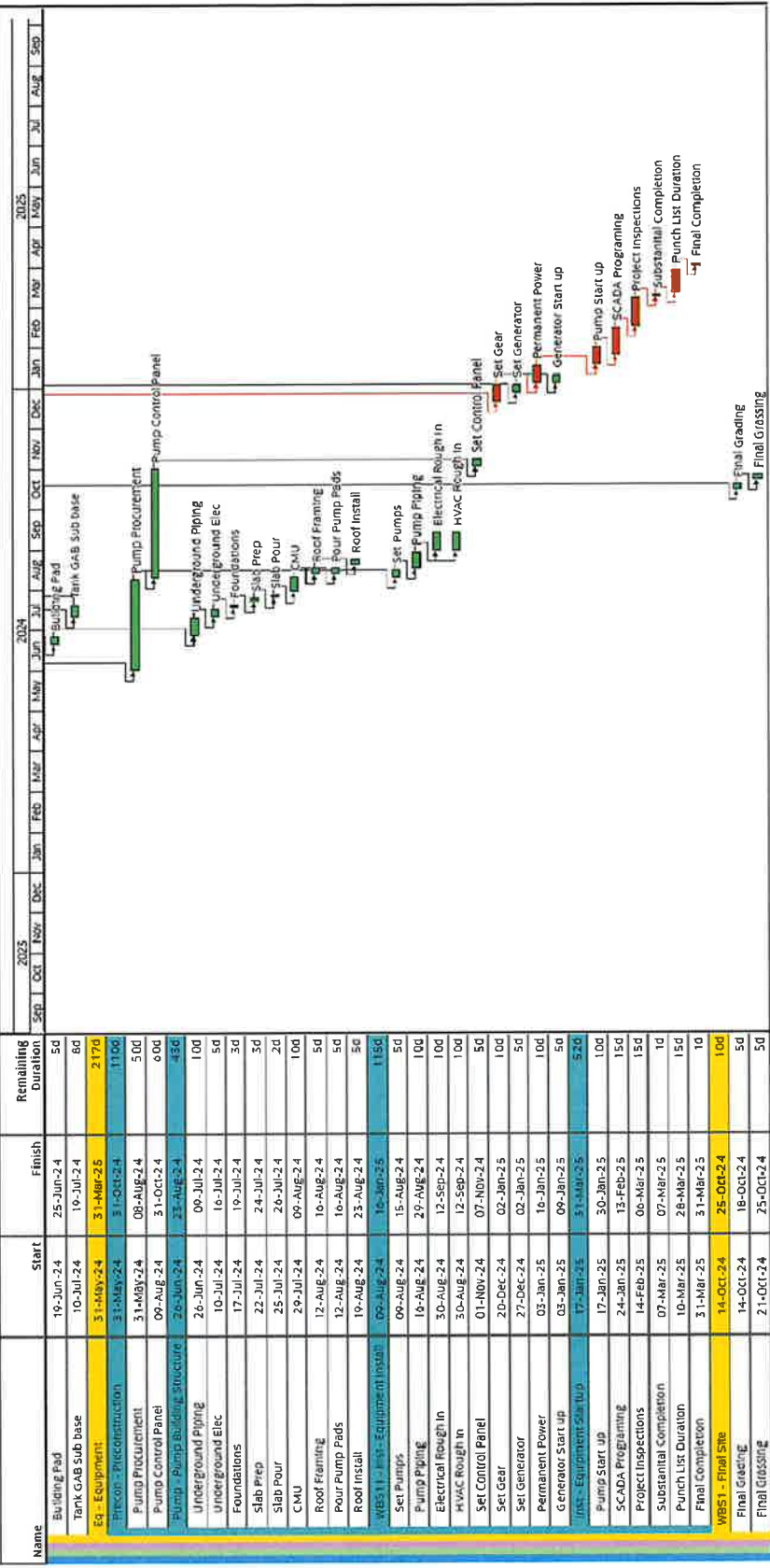


Exhibit F

Alternates

#	Type	Bid Package	Scope	Add Amount	Deduct Amount	Approval	Accepted Changes
V1	Bid	16.100	Eliminate VFD's from Electrical scope of work. The VFD's will be furnished under division 15.800.		\$ (186,000.00)	Y	\$ (186,000.00)
Total Changes							\$ (186,000.00)

Exhibit G

Unit Prices

Unit Price #	Description	Add	Unit
1	General Earth Excavation	\$6.00	Yds ³
2	Footing & Trench Earth Excavation	\$11.00	Yds ³
3	General Rock Excavation	\$25.00	Yds ³
4	Footing & Trench Rock Excavation	\$32.00	Yds ³
5	Compacted Off-Site Fill	\$21.00	Yds ³
6	Excess Cut, Disposed Off-Site	\$21.00	Yds ³
7	Furnish & Place 25 tons of #57 Stone	\$1,250.00	LS
8	2" PVC Temporary Water	\$15.00	FT

Exhibit H

Guaranteed Maximum Price

**Perry NW Service Area Storage Tank
& Booster Pump Station Phase 2**
5/2/2024



Bid Pkg	Description	Grand Total
01.100	Design	10,000
01.101	General Conditions	219,000
01.102	Allowances	639,580
01.105	Construction Contingency	100,000
01.200	CMP Monitoring	11,100
02.100	Sitework	156,750
02.171	Site Utilities	285,500
02.190	Fencing	31,343
03.100	Concrete	62,603
04.100	Masonry	64,827
05.100	Light Gauge Metal Trusses & Drywall	51,500
07.102	Metal Roofing	52,458
08.100	Doors and Hardware	8,053
08.130	Overhead Doors	9,354
09.190	Painting & Coatings	12,500
15.100	HVAC	44,300
15.400	Mechanical	125,874
15.800	Pressure Maintenance Pumps	313,535
16.100	Electrical	408,131
16.300	SCADA	77,060

Estimate Totals

Description	Amount	Totals
P&P Bond	18,925	
Insurance	19,866	
Cost of Work Subtotal		2,722,259
Overhead & Profit	104,807	
Preconstruction	10,907	
Total		2,837,973