

City of Warner Robins
Draft Council Agenda
August 3, 2026
Council Chambers
700 Watson Blvd. Warner Robins, GA 31093
Immediately Following Pre-Council Meeting

Opening Prayer Led by – Bishop Harvey Bee; The Winning Church
Pledge of Allegiance by – Battalion Chief Brian White; Warner Robins Fire Department

Mayor Calls Meeting to Order

Adoption of the Agenda: Motion –
Second –

Announcements:

Proclamations/Awards/Presentations:

- Award – Georgia Municipal Association Recognition; Artiffany Stanley

1. Mayor and Council City of Civility Pledge
2. Formal Public Comments Pertaining to Current Agenda Items
3. Consent Agenda – **Mack**
 - A. July 20, 2025 Meetings One Minutes
 - B. July 20, 2025 Meetings Two Minutes
 - C. Resolution – Employee Promotions
 - D. Resolution – Bank Signature Amendment – (GA Fund 1 accounts)
 - E. Resolution – Bank Signature Amendment – (Synovus)
4. Purchasing Consent Items – **Holmes**
 - A. Resolution – Bradley's Repair and Lawn Care (Engage WR Landscape Maintenance)
 - B. Resolution – North America Fire Equipment Co, Inc. Amendment No. 1 (WRFD Uniforms)
 - C. Resolution – Motorola Solutions (WRFD)
 - D. Invoice/Proposal Approvals
 - I. General Administration – Associated Systems Incorporated (ASI); \$18,578.75
 - II. Community and Economic Development – Jubilee Décor, LLC; \$23,000.00
 - III. Community and Economic Development – Butler Snow LLP; \$16,110.00
 - IV. Building and Inspections – Comcate Software, Inc; \$10,518.61
 - V. City Clerk's Office – Middle Georgia Regional Commission; \$114,089.30
5. Ordinance – Annexation – Castaway Self Storage & Carwash, LLC/727 Old Perry Road and 2717 Hwy 127/13.53 acres – **SECOND READING – Bibb**

The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Jessica Bird, at (478) 302-5505 or jbird@wrga.gov as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

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6. Ordinance – Annexation – Carter Sisters Properties LLC/4.53 acres/100 & 104 S Amanda Place – **Curtis**
 - A. Rezoning Petition – R-1 [Single-Family Residential][County] to C-2 [General Commercial District][City] – **Curtis**
7. Motion – Rezoning Petition – Alamo Opportunity Fund LLC/8.741 acres/East side of Hwy 41, directly adjacent to the west of the Rosehill Subdivision/R-1[Single-Family Residential] to the zoning of PDE [Planned Unit Development Extraordinary District] – **Lauritsen**
8. Motion – Rezoning Petition – Estates AT LK, LLC/42.12 acres/West side of Estates Way, Tax Parcel [061 006] Lots 42 and 63/M-2[Industrial District] to R-1[Single-Family Residential District] – **Lashley**
9. Motion – Special Exception – Delilah Varnum/101 Regency Court/Peer Supported Recovery Residence (Group Home) – **Mack**
10. Resolution – Renaming of Wright Drive – **Curtis**
11. Resolution – Tri Scapes, LLC (Simpson/Peavy Renovations) – **Holmes**
12. Resolution – Destination Marketing Services Agreement Amendment – **Bibb**

Citizen Comments
Council Comments
Mayor's Comments

Executive Session – Real Estate

Adjourn

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Formal Public Comment – Speaker Protocol

The City of Warner Robins has identified this portion of the meeting to allow individuals an opportunity to formally address specific item(s) on the agenda for this meeting. The Mayor will recognize the speaker at the appropriate time and ask him/her to come forward to the podium. During this public comment section, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

Informal Public Comment – City Council Agenda Protocol

The City of Warner Robins believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment may do so during the Informal Public Comment period of the meeting. These rules will govern; if silent, most recent edition of Robert's Rules of Order shall apply. Elected officials shall preserve order and decorum. City officials or employees shall not respond to questions posed during a meeting. Citizens shall conduct themselves with propriety and decorum. Unauthorized remarks from the audience, stamping of the feet, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials shall not be permitted in the council chambers or conference room, general comments will be received. Persons are urged to limit comments to topics relevant to the operations or business of the City. During the public comment sections of a council meeting, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

Placement on the Agenda

Warner Robins requires that any person who wishes to place a subject on the agenda shall advise the City Clerk's Office and the specified subject matter which he or she desires to place on the agenda no later than 12:00 p.m. on the Wednesday prior to the council meeting. Every member of the public will be given an opportunity to be placed on the agenda once every six (6) months. The request can be done in person, regular mail, fax or e-mail. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Clerk, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the request to be placed on the agenda does not entitle the speaker to be added to the agenda.

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City of Warner Robins City Council Meeting Minutes

Monday, June 15, 2026

Immediately Following Pre-Council Meeting
Meeting One

Council Chambers

Presiding: Mayor LaRhonda W. Patrick

City Officials Present:

Councilman Keith Lauritsen
Councilman Kevin Lashley
Councilman Charlie Bibb

Councilman Clifford Holmes
Councilman Derek Mack

City Officials Absent:

Councilman Larry Curtis

Regular Meeting of Warner Robins City Council

Opening Prayer: Councilman Charlie Bibb

Pledge of Allegiance: Cynthia Davis, Daughters of the American Revolution Member

Call to Order: 5:55 p.m.

Adoption of the Agenda: Councilman Lauritsen motioned to adopt the agenda as presented. Councilman Bibb seconded the motion. Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for adoption of the agenda.

Announcements:

Proclamations/Awards/Presentations:

- Proclamation – Parks and Recreation Month
- Proclamation – Fleet Reserve Association Days

Action Item 1	Formal Public Comments Pertaining to Current Agenda Items
	• Andrew Davidson; Agenda Item #2B • Heather Talton; Agenda Item #4
Motion:	N/A
Second:	N/A

Outcome:	N/A
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Action Item 2	Consent Agenda
A. June 15, 2026 Meeting Minutes B. Resolution – Employee Promotions C. Resolution – MSI Benefits Services D. Resolution – Solutionz; RTCC	
Motion:	Councilman Lashley moved for the approval of the consent agenda.
Second:	Councilman Bibb
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 2 (A)	June 15, 2026 Meeting Minutes
The minutes of the Regular Meeting of June 15, 2026 were presented for approval.	

Action Item 2 (B)	Resolution – Employee Promotions
A resolution to approve the promotions as presented: Sherry Bishop, promoted from Senior Customer Service Specialist, Job Class #2306, Grade 12, General Administration to Sanitation Customer Service Specialist, Job Class #4008, Grade 13, Public Works Stormwater Department, to be effective July 20, 2026. Bobbie Demetrelis, promoted from Cashier, Job Class #2308, Grade 09, General Administration Department to Customer Service Specialist, Job Class #2307, Grade 10, General Administration Department, to be effective July 20, 2026. Aaron Moorner, promoted from Utilities Maintenance Worker I (Sewer), Job Class# 9209, Grade 8, Utility Department to Utilities Maintenance Worker II (Sewer), Job Class # 9208, Grade 09, Utility Department, to be effective July 20, 2026. McGarrett Hodges, promoted from Utilities Maintenance Worker II (Sewer), Job Class #9208, Utility Department to Equipment Operator Sewer (Sewer), Job Class #9207, Grade 10, Utility Department, to be effective July 20, 2026.	

Action Item 2 (C)	Resolution – MSI Benefits Services
A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Professional Services Agreement for Insurance Brokerage and Consulting Services between MSI Benefits Group, Inc. (“MSI”) and the City of Warner Robins, Georgia (“City”) whereby MSI will continue to provide brokerage and consulting services as described in the attached agreement.	

Action Item 2 (D)	Resolution – Solutionz; RTCC
A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Success Plan for comprehensive AV & UC support between Solutionz, Inc., and the City of Warner Robins, Georgia, whereby Solutionz, Inc., will continue to provide a help desk, remote troubleshooting & corrective actions, full equipment coverage and other support for the Warner Robins Police Department Real Time Crime Center as described in the attached agreement.	

Action Item 3	Purchasing Consent Agenda Items
A. Resolution – Inframark LLC d/b/a ESG Operations - Amendment 18 (Utilities; Water, Wastewater and Gas) B. Resolution – Bandwango (Community and Economic Development; Passport Platform) C. Resolution – TischlerBise, Inc.; (Community and Economic Development; Impact Fee Study) D. Invoice/Proposal Approvals I. Utilities – Ferguson US Holdings Inc.; (Curb stops & Pex Pipe) \$68,012.00 II. Police Department – Brannen Motor Company; (Fleet Vehicles) \$300,800.00 III. General Administration – SHI; (Multi-factor Authorization) \$33,929.28 IV. General Administration – Euna Solutions; (Ionwave) \$26,845.00 V. General Administration – Southern Computer Warehouse; (Adobe) \$16,759.17 VI. Fire Department – Axis Leadership LLC; (Professional Development) \$23,200.00	
Motion:	Councilman Mack moved for the approval.
Second:	Councilman Bibb
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 3 (A)**Resolution – Inframark LLC d/b/a ESG Operations - Amendment 18 (Utilities; Water, Wastewater and Gas)**

A resolution to authorize Mayor LaRhonda W. Patrick to execute Amendment No. 18 to the Agreement between INFRAMARK, LLC d/b/a ESG Operations and Warner Robins, Georgia for Operations, Maintenance and Management Services originally adopted on July 1, 2008.

Action Item 3 (B)**Resolution – Bandwango (Community and Economic Development; Passport Platform)**

A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached partnership agreement between Bandwango (“Contractor”), and the City of Warner Robins, Georgia (“City”), whereby Bandwango will provide license for Annual Experience Builder Elite.

Action Item 3 (C)**Resolution – TischlerBise, Inc.; (Community and Economic Development; Impact Fee Study)**

A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached contract between Tischlerbise, Inc. (“Consultant”), and the City of Warner Robins, Georgia (“City”), whereby Tischlerbise, Inc. will for provide impact fee study based off of Bid No. 26-GA-4761.

Action Item 5 (D)**Invoice/Proposal Approvals**

- I. Utilities – Ferguson US Holdings Inc.; (Curb stops & Pex Pipe) \$68,012.00
- II. Police Department – Brannen Motor Company; (Fleet Vehicles) \$300,800.00
- III. General Administration – SHI; (Multi-factor Authorization) \$33,929.28
- IV. General Administration – Euna Solutions; (Ionwave) \$26,845.00
- V. General Administration – Southern Computer Warehouse; (Adobe) \$16,759.17
- VI. Fire Department – Axis Leadership LLC; (Professional Development) \$23,200.00

Action Item 4**Ordinance – Annexation – Castaway Self Storage & Carwash, LLC/727 Old Perry Road and 2717 Hwy 127/13.53 acres**

Ordinance of the Governing Authority of the City of Warner Robins annexing tracts or parcels of land contiguous to the existing corporate limits of the city, and for other purposes.

WHEREAS, a petition has been received from CASTAWAY SELF STORAGE & CAR WASH, LLC to annex the properties which are more particularly described as follows, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lots 246 of the 10th Land District, Houston County, Georgia, labeled as "Survey for Castaway Self Storage & Car Wash, LLC," together consisting of 13.53 acres as shown on a plat of survey drawn by McLeod Surveying, registered land surveyor, dated January 3, 2026, said plat and the recorded copy thereof are of record in Plat Book 86, Page 131, Houston County Superior Court, Houston County, Georgia, a copy of which is incorporated herein for reference.

The properties are located at 2717 Hwy 127 and 727 Old Perry Road.

WHEREAS, the said land of CASTAWAY SELF STORAGE & CAR WASH, LLC may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioners being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from CASTAWAY SELF STORAGE & CAR WASH, LLC, on April 24, 2026 is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

Motion:	Councilman Bibb moved for the approval of the ordinance and to waive the second reading.
Second:	Councilman Lashley
Outcome:	Councilmen Bibb, Lauritsen, Lashley, and Holmes voted for approval. Councilman Mack voted in opposition. The motion did not carry.

Citizen Comments: Robin Wood; Andrew Davidson; Jeffrey Holden; Rashanda Bailey

Council Comments

Adjournment: 6:41 pm

Next Regular Council Meeting: Immediately following this meeting to include a 10 minute break.

Mandy Stella
City Clerk



City of Warner Robins City Council Meeting Minutes

Agenda Item #3B

Monday, June 15, 2026

Immediately Following First Meeting
Meeting Two

Council Chambers

Presiding: Mayor LaRhonda W. Patrick

City Officials Present:

Councilman Keith Lauritsen
Councilman Kevin Lashley
Councilman Charlie Bibb

Councilman Clifford Holmes
Councilman Derek Mack

City Officials Absent:

Councilman Larry Curtis

Regular Meeting of Warner Robins City Council

Opening Prayer: Councilman Keith Lauritsen

Pledge of Allegiance: Cynthia Davis, Daughters of the American Revolution Member

Call to Order: 7:02 p.m.

Adoption of the Agenda: Councilman Lauritsen motioned to adopt the agenda as presented. Councilman Mack seconded the motion. Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for adoption of the agenda.

Announcements:

Proclamations/Awards/Presentations:

Action Item 1	Formal Public Comments Pertaining to Current Agenda Items
Motion:	N/A
Second:	N/A
Outcome:	N/A

Action Item 2	Resolution – Local Maintenance and Improvement Grant (LMIG) 2026 Specifications and Contract
A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Local Maintenance and Improvement Grant (LMIG) 2026 Specifications and Contract Documents, according to the Memorandum of Agreement with the Board of Commissioners of Houston County, the City of Centerville, the City of Perry, and the City of Byron which secures the best price for road improvement projects within the aforesaid jurisdictions as first presented to Mayor and Council and approved on January 5, 2026.	
Motion:	Councilman Holmes moved for the approval.
Second:	Councilman Lashley
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 3	Resolution – Data Center Moratorium
A resolution of the Mayor and Council of the City of Warner Robins, that a temporary moratorium is hereby imposed upon the acceptance, processing, review, or issuance of any new applications for zoning permits, building permits, business licenses, conditional use permits, or variances related to the establishment, construction or expansion of Data Centers within any zoning district of the City of Warner Robins and such moratorium shall remain in effect until January 20, 2027, absent subsequent action by the governing authority.	
Motion:	Councilman Lauritsen moved for the approval.
Second:	Councilman Mack
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 4	Resolution – Property Transfer/Exchange
A resolution of the Mayor and Council of the City of Warner Robins, motion to approve this resolution, to authorize Mayor LaRhonda W. Patrick to execute a Limited Warranty Deed transferring ownership of the following parcel to the Development Authority of Houston County: <i>All that tract or parcel of land situate, lying and being in Land Lot 17 of the Eleventh Land District of Houston County, Georgia, being known and designated as Tract "1-B", as shown on a survey for Development Authority of Houston County prepared by Michael S. Henderson, G.R.L.S. No. 3618, dated May 19, 2025, a copy of which is recorded in Plat Book 86, Page 108,</i>	

Clerk's Office, Houston Superior Court. The said plat and the copy thereof are incorporated herein by reference for all purposes.

Together with a Limited Warranty Deed executed by and from the Development Authority of Houston County to the City of Warner Robins for the following parcel completes a transfer of the Rail Spur in exchange for a driveway for the Police Training Center both located on Stalnaker Avenue:

All that tract or parcel of land situate, lying and being in Land Lots 17 and 48 of the Eleventh Land District of Houston County, Georgia, being known and designated as Tract "A-1", as shown on a survey for City of Warner Robins prepared by Marty A. McLeod, G.R.L.S. No. 2991, dated October 20, 2025, a copy of which is recorded in Plat Book 86, Page 70, Clerk's Office, Houston Superior Court. The said plat and the copy thereof are incorporated herein by reference for all purposes.

Motion:	Councilman Lashley moved for the approval.
Second:	Councilman Holmes
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 5	Resolution – Automated Traffic Enforcement Safety Devices (ATESD) Permit Transfer
A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Application for Transfer of Ownership of an Automated Traffic Enforcement Safety Device (ATESD) Permit between the Houston County School District, and the City of Warner Robins, Georgia, hereby establishing a formal agreement for transferring the ownership, operational authority and all associated rights and obligations for ATESD Permits issued by the Georgia Department of Transportation as described in the attached application.	
Motion:	Councilman Mack moved for the approval.
Second:	Councilman Bibb
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 6	Ordinance #18-26 – Budget Transfer (Community and Economic Development)
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Motion to approve Ordinance #18-26 of the Governing Authority of the City of Warner Robins that \$55,000.00 be transferred from unallocated Fund Balance to the Community Development Department Professional Services budget account for the purpose of funding the Impact Fee Study Project. Said funds shall be taken from Fund Balance Reserve Account #5332081 and placed in 1007500 – 521200.	
Motion:	Councilman Bibb moved for the approval of Ordinance #18-26 and to waive the second reading.
Second:	Councilman Mack
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 7	Ordinance #20-26 – Classification Plan Update
Motion to approve Ordinance #19-26 of the Governing Authority of the City of Warner Robins that the City Classification Plan is amended as follows: Reclassify the position of Assistant Director of Recreation, Job Class # 7002, Grade # 22, authorized strength of 1, Recreation, Parks and Cultural Services Department, to Grade # 24. Move the position of Director of CVB, Job Class # 8510, Grade 23, authorized strength of 1, from the General Administration Department to the Community and Economic Development Department. Move the position of Projects Coordinator, Job Class # 8511, Grade 14, authorized strength of 2, and the incumbent employees from the General Administration Department to the Community and Economic Development Department.	
Motion:	Councilman Holmes moved for the approval of Ordinance #19-26 and to waive the second reading.
Second:	Councilman Lashley
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 8	Motion – Mayor Pro – Tem Appointment
Motion to appoint Councilman Clifford Holmes as Mayor Pro-Tem from July 24, 27, 2026 while Mayor Patrick is out of the country.	
Motion:	Councilman Lauritsen moved for the approval.

Second:	Councilman Bibb
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Citizen Comments: N/A

Council Comments

Executive Session — Mayor Patrick requested a motion to enter an executive session for Real Estate and Personnel. Councilman Lauritsen motioned for Executive Session for Real Estate and Personnel. Councilman Bibb seconded the motion for Real Estate and Personnel. Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval of the executive session. The regular council meeting was suspended at 7:26 pm, and the governing body convened into executive session at 7:36 pm; the executive session ended at 8:43pm. The City Clerk is in possession of the executive session minutes.

Mayor Patrick requested a motion to reconvene the meeting at 8:45 pm. Councilman Lashley motioned for the request. Councilman Lauritsen seconded. Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Mayor Patrick requested a motion to amend the agenda to add item #9; Resolution – Purchase and Sales Agreement; 104 S. Commercial Circle. Councilman Lauritsen motioned to amend the agenda. Councilman Bibb seconded. Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Action Item 9	Resolution – Automated Traffic Enforcement Safety Devices (ATESD) Permit Transfer
A resolution to authorize Mayor LaRhonda W. Patrick to execute the attached Application for Transfer of Ownership of an Automated Traffic Enforcement Safety Device (ATESD) Permit between the Houston County School District, and the City of Warner Robins, Georgia, hereby establishing a formal agreement for transferring the ownership, operational authority and all associated rights and obligations for ATESD Permits issued by the Georgia Department of Transportation as described in the attached application.	
Motion:	Councilman Mack moved for the approval.
Second:	Councilman Bibb
Outcome:	Councilmen Mack, Bibb, Lauritsen, Lashley, and Holmes voted for approval.

Adjournment: 8:47 pm

Next Regular Council Meeting: August 3, 2026

Mandy Stella
City Clerk

STAFF REPORT

DEPARTMENT: HUMAN RESOURCES
 SUBMITTED BY: KEN FENNELL, EMPLOYMENT & BENEFITS MGR.
 MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Employee Promotions

Four employees are recommended for promotion by their respective department directors.

STAFF RECOMMENDATION

Approve employee promotions submitted by department directors.

BUDGET AND PROCUREMENT

Budgeted Item: Yes/No

Included In Current Operating Budget: Yes/No

Fiscal Impact: Yes/No

Total Project Cost: \$23,979.62

Included In Current Capital Budget: N/A

Appropriations: N/A

Account Title / Number	Dollar Amount
Demarrion Polk – 5054400 511100	\$2.9533 hourly increase
Aunesha Brantley – 1001590 511100	\$2.0607 hourly increase
Riley Utter – 1003220 511100	\$6.1332 hourly increase
Nigille Stewart – 1001512 511100	\$1.8852 hourly increase

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	N/A

ITEM DESCRIPTION

Vacancies are generated when employees retire, resign, or are separated in other ways. Department Directors request that the vacant position be advertised externally or internally only. This process requires posting the job, receiving applications from outside persons, job interest forms from current employees, interviews, and other steps. After completion of the process, if a current employee is selected to fill the position rather than an outside applicant and the new job is a higher pay grade than the employee's current pay grade, then it is considered a promotion. The department director then requests a resolution for promotion be presented to the Mayor and Council for the employee to be promoted. This typically involves the employee's salary being increased to the minimum rate of the higher class, or a 10% pay increase whichever is higher. Human Resources reviews the submitted hiring process paperwork to ensure the approved steps were followed and submits a resolution for approval of the requested promotion made by the department director.

ALTERNATIVES

Disapprove the requested promotions and operate below staff. This impacts task efficiency.

ATTACHMENTS

1. Promotion Resolution

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective Department Directors,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Demarrion Polk, promoted from UT Maintenance Worker III (Sewer), Job Class #9206 Grade 11, Utility Department to UT Maintenance Crew Leader (Sewer), Job Class #9202, Grade 15, Utility Department, to be effective August 3, 2026.

-2-

Aunesha Brantley, promoted from Customer Service Specialist, Job Class #2307, Grade 10, General Administration to Senior Customer Service Specialist, Job Class, #2306, Grade 12, General Administration, to be effective August 3, 2026.

-3-

Riley Utter, promoted from Transport Officer, Job Class #6018, Grade 11, Police Department to Police Officer, Job Class #6008, Grade 602, Police Department, to be effective August 3, 2026.

-4-

Nigille Stewart, promoted from Customer Service Specialist, Job Class #2307, Grade 10, General Administration to Accounts Payable Technician, Job Class #2006, Grade 12, Finance Department, to be effective August 3, 2026.

This _____ day of _____, 2026

By: _____
LaRhonda W. Patrick, Mayor

ATTEST:

Mandy Stella, City Clerk

STAFF REPORT

DEPARTMENT: FINANCE

SUBMITTED BY: MANDY STELLA

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Bank Signature Amendment

Resolution Authorizing Changes to Authorized Representatives for the City's Georgia Fund 1 Investment Accounts

STAFF RECOMMENDATION

Approve the resolution authorizing the removal of Lydia Humphrey, Interim Assistant Finance Director/Principal Accountant, and the addition of Dr. Sharon Hall, Finance Department Director, as an addition to the authorized representatives and signatories for the City's Georgia Fund 1 investment accounts.

BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: No

Total Project Cost:

Included In Current Capital Budget: No

Appropriations: No

Account Title / Number	Dollar Amount
On separate lines, enter each account from which funds will be drawn and the corresponding dollar amount	

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

ITEM DESCRIPTION

The City of Warner Robins maintains two investment accounts with Georgia Fund 1, a local government investment pool administered by the Georgia Office of the State Treasurer. Individuals authorized to conduct transactions on these accounts must be approved by the Mayor and Council and reflected in the City's official records.

Since Lydia Humphrey no longer serves in the position of Interim Assistant Finance Director/Principal Accountant, it is necessary to remove her as an authorized representative for the City's Georgia Fund 1 investment accounts. The proposed resolution designates Dr. Sharon Hall, Finance Department Director, as her replacement. This action ensures that the City's authorized representatives accurately reflect current personnel and maintains the City's ability to manage its investment accounts without interruption.

Approval of this resolution updates the City's authorized signatory records with Georgia Fund 1 while leaving all other previously approved authorized representatives unchanged.

ALTERNATIVES

Deny the resolution and retain the current authorized representatives, which would leave a former employee listed on the accounts and require the item to be brought back for future consideration.

ATTACHMENTS

1. Resolution

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the City of Warner Robins ("City") has established two investment accounts with Georgia Fund 1, administered by the Office of the State Treasurer; and

WHEREAS, the City desires to update the list of officers authorized to execute transactions and otherwise act on behalf of the City with respect to these investment accounts.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins that Lydia Humphrey, Interim Assistant Finance Director/Principal Accountant, is hereby removed as an authorized signatory and representative for the City's Georgia Fund 1 investment accounts, and that Dr. Sharon Hall, Finance Department Director, is hereby designated as an authorized signatory and representative for those accounts.

BE IT FURTHER RESOLVED that all other previously authorized representatives and signatories for the City's Georgia Fund 1 investment accounts shall remain unchanged unless modified by subsequent action of the Mayor and Council.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk

STAFF REPORT

DEPARTMENT: FINANCE
 SUBMITTED BY: DR. SHARON HALL
 MEETING DATE: JULY 27, 2026

AGENDA ITEM

Contract Award: Additional Signature for Finance Director-Synovus Bank

To add the Director of Finance to the signer role for Synovus Bank, the City's banker to replace Lydia Humphrey role after her retirement in her role as Interim Assistant Director.

STAFF RECOMMENDATION

Approve the addition of Dr. Sharon Hall, Finance Director/CFO as a signer to replace the Interim Assistance Director to ensure the continuity of City banking needs and the daily function of the accounting department. It is essential to the financial structure that it is approved until this vacant role is filled. Further, it will support the required functions of our financial operations.

BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: No

Total Project Cost: \$0

Included In Current Capital Budget: No

Appropriations: No

Account Title / Number	Dollar Amount
NA	\$0

External Funding Sources:

Account Title / Number	Dollar Amount
N/A	N/A

ITEM DESCRIPTION

Synovus Bank requires a signage or signing authority agreement (often called a Corporate Resolution for Signing Authority) for business and government accounts to legally verify who has the power to manage funds, protect against fraud, and limit the bank's liability. The bank needs official proof, passed by a city council, showing which specific people are allowed to open an account, sign checks, or make transfers. A signed agreement protects the bank by establishing clear rules on who is authorized. Additionally, it provides a clear framework for how the organization will add, remove, or change signers when staff or executives leave.

Note: Synovus Bank has closed access for Mrs. Lydia Humphreys access, and a request has been submitted for Dr. Sharon Hall to replace Lydia's access. Functionality will remain the same after adding Dr. Hall, the Finance Director, to have access.

ALTERNATIVES

Should the Mayor and City Council choose not to approve of adding Dr. Hall as a signer, the Finance Department, another name on the list, would need a request from the bank and signage of the agreement would be submitted by the bank. While this option would avoid any immediate costs, it would result in decrease in efficiency, increase risk, and increase the workload for staff if daily financial functionality needs are held outside of the Finance Department.

ATTACHMENTS

N/A

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the City of Warner Robins ("City") maintains the City of Warner Robins CWR Public Fund Checking Accounts with Pinnacle Bank, doing business as Synovus ("Bank"); and

WHEREAS, the Mayor and Council desire to update the authorized signatories for these accounts by removing one authorized signatory and naming a successor.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins hat Lydia Humphrey is hereby removed as an authorized signatory on the City's CWR Public Fund Checking Accounts maintained with the Bank..

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Warner Robins hereby authorize that Dr. Sharon Hall, Finance Department Director, is hereby designated as an authorized signatory for the City's CWR Public Fund Checking Accounts maintained with the Bank and that all other authorized signatories previously approved by the Mayor and Council shall remain in full force and effect unless modified by subsequent action of the Mayor and Council.

BE IT FURTHER RESOLVED that the appropriate City officials are authorized to execute all documents and take any action necessary to implement this Resolution.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk

STAFF REPORT

DEPARTMENT: ENTER ORIGINATING DEPARTMENT

SUBMITTED BY: KATE HOGAN

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Approval of Landscaping Maintenance Contract for Engage Warner Robins.

Consider approval of the annual landscaping maintenance contract for the upkeep of properties owned by Engage Warner Robins. Following the competitive bidding process, Bradley's Repair and Lawn Care submitted the lowest responsive bid and was recommended for approval by the Engage Warner Robins Board.

STAFF RECOMMENDATION

Staff recommends approval of Bradley's Repair and Lawn Care as the landscaping maintenance contractor for Engage Warner Robins. Bradley's Repair and Lawn Care was selected through the competitive bidding process as the lowest responsive bidder and will provide ongoing grounds maintenance for all Engage Warner Robins-owned properties. The Engage Warner Robins Board voted unanimously to approve contracting with Bradley's at the regularly scheduled board meeting on July 22, 2026.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: No

Total Project Cost: \$24,570.00

Included In Current Capital Budget:

Appropriations:

Account Title / Number	Dollar Amount
9007500 – 521200	\$24,570.00

ITEM DESCRIPTION

Engage Warner Robins owns multiple properties that require ongoing landscaping and grounds maintenance to preserve their appearance and ensure they remain clean, safe, and well-maintained. Following a competitive bidding process, Bradley's Repair and Lawn Care submitted the lowest responsive bid and was selected by the Engage Warner Robins Board at its July 22, 2026, meeting. Approval of this annual landscaping and grounds maintenance contract will provide continued maintenance services for all Engage Warner Robins-owned properties. Routine maintenance will enhance the appearance of these properties, improve their marketability, and support future development, redevelopment, and other strategic initiatives.

ALTERNATIVES

Not approve this expenditure.

ATTACHMENTS

1. Bid Tabulation Sheet

BID NO.: 26-CE0-4781 LANDSCAPE MAINTENANCE OF ENGAGE PROPERTIES

BID TABULATION

Line #	Description	QTY	UOM	Bradley's Repair and Lawn Care		T. Lake Environmental Design (T. Lake, Inc.)		Real Turf Solutions (TCN, LLC DBA Real Turf Solutions)		Duke Lawn & Landscaping Inc (Josh Wilson)		U.S. Lawns Mowcon / Warner Robins (ST Squared, LLC)		Elite Lawn Care LLC (Griffin, GA)		TJ Scopes, LLC (TJ Scapes, NC)		Punk Landscaping (Punk Landscaping & Nursery, Inc)		DMG Beautification LLC (Dakota Gorman)	
				Warner Robins, GA		East Dublin, GA		Perry, GA		Cochran, GA		Macon, GA		Griffin, GA		Cummings, GA		Cochran, GA		Macon, GA	
				Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	4001 Truck Ave (0.20 acres)	12	Month	\$40.00	\$480.00	\$175.00	\$21,000.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$93.69	\$11,242.08	\$90.00	\$1,080.00	\$47.12	\$565.44	\$150.00	\$1,800.00	\$66.00	\$792.00.00
2	209 Labor Dr. (0.50 acres)	12	Month	\$40.00	\$480.00	\$115.00	\$13,800.00	\$79.80	\$957.60	\$100.00	\$1,200.00	\$107.44	\$12,892.80	\$130.00	\$1,560.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
3	205 Labor Dr. (0.45 acres)	12	Month	\$40.00	\$480.00	\$115.00	\$13,800.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$94.11	\$11,293.32	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
4	203 Labor Dr. (0.21 acres)	12	Month	\$40.00	\$480.00	\$104.50	\$12,540.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$94.11	\$11,293.32	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
5	Commercial Circle, Parcel #00027C 0002000 (1.2 acres)	12	Month	\$40.00	\$480.00	\$104.50	\$12,540.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$94.11	\$11,293.32	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
6	1007 Watson Blvd. (0.21 acres)	12	Month	\$40.00	\$480.00	\$94.00	\$11,280.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
7	332 Orchard Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$94.00	\$11,280.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
8	334 Orchard Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$94.00	\$11,280.00	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
9	143 Old Mission Way (0.14 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
10	141 Old Mission Way (0.14 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
11	139 Old Mission Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
12	137 Old Mission Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
13	135 Old Mission Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
14	133 Old Mission Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
15	131 Old Mission Way (0.11 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
16	140 Orchard Way (0.12 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
17	114 Orchard Way (0.12 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
18	116 Orchard Way (0.12 acres)	12	Month	\$40.00	\$480.00	\$73.15	\$877.80	\$73.15	\$877.80	\$100.00	\$1,200.00	\$90.39	\$10,844.88	\$90.00	\$1,080.00	\$107.81	\$1,293.72	\$150.00	\$1,800.00	\$66.00	\$792.00.00
19	N Davis Drive, Parcel #00015A 011000 (1.14 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
20	N Davis Drive, Parcel #00015A 011000 (0.76 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
21	304 N Davis Drive (1.0 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
22	304 N Davis Drive (0.78 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
23	N Davis Drive, Parcel #00015A 045000 (0.94 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
24	N Davis Drive, Parcel #00015A 045000 (1.07 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
25	Duke Avenue, Parcel #00015A 053000 (1.21 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
26	818 Duke Avenue (0.46 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
27	812 Duke Avenue (0.46 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
28	810 Duke Avenue (0.53 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
29	804 Duke Avenue (0.46 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
30	712 Duke Avenue (1.22 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
31	710 Duke Avenue (0.76 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
32	708 Duke Avenue (0.46 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
33	706 Duke Avenue (0.49 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
34	704 Duke Avenue (0.48 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
35	702 Duke Avenue (0.52 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
36	700 Duke Avenue (0.79 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
37	Martin Street, Parcel #00015A 032000 (0.48 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
38	107 Prince Street (1.79 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
39	105 Prince Street (0.79 acres)	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
40	Alumni Blvd. #00005A 015000	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80
41	Heracles Road #00005A 014000*	12	Month	\$100.00	\$1,200.00	\$103.50	\$12,420.00	\$113.05	\$13,566.00	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80	\$100.00	\$1,200.00	\$104.44	\$12,532.80

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached contract between Bradley's Repair and Lawn Care ("Contractor"), and the City of Warner Robins, Georgia ("City"), for a term beginning August 1, 2026, and ending July 30, 2027, whereby Bradley's Repair and Lawn Care will provide landscape and grounds maintenance services for designated Engage Warner Robins properties described in the scope of work and prices identified in Bid No. 26-CED-4781 documents.

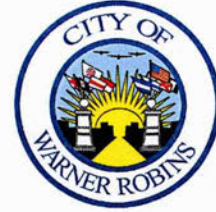
This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk



ANNUAL CONTRACT FOR SERVICES

OWNER: City of Warner Robins
P.O. Box 8629
Warner Robins, GA 31095

CONTRACTOR: Bradley's Repair and Lawn Care
406 Oakview Square
Warner Robins, GA

BID NO./TITLE: 26-CED-4781 Annual Contract for Landscape and Grounds Maintenance of Engage Properties

This Contract is made and entered into this 3rd day of **August 2026**, by and between **BRADLEY'S REPAIR AND LAWN CARE**, (hereinafter "Contractor"), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties, (hereinafter "City"), and **ENGAGE WARNER ROBINS**, the official Development Authority of Warner Robins (hereinafter "Authority")

WHEREAS, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. Contract Documents: The following documents, including any addenda, attachments, and additions, collectively form the complete contract documents, all of which are incorporated herein by reference and shall do everything required by this contract:
 - a. Bid Form and Invitation to Bid;
 - b. General Instructions to Bidders, Terms and Conditions;
 - c. Exhibit A: Bid Price List;
 - d. Exhibit B: Specifications and Conditions
2. Contract Term: The initial term of this Contract shall commence on the Effective Date of **August 1, 2026 and expire on July 30, 2027**. Upon expiration of the initial term, and on each anniversary of the Effective Date thereafter, this Contract shall automatically renew for up to four (4) successive one (1) year renewal terms, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. In no event shall the total duration of the Contract, including the initial term and all renewal terms, exceed five (5) years. All terms and conditions of this Contract shall remain in full force and effect during any renewal term unless amended in writing and signed by both parties.
3. Scope of Services: The Contractor is responsible for adhering to the specifications and conditions set forth in the Bid documents (the "Work"), attached hereto as "Exhibit B" and generally described as follows:

Landscape and grounds maintenance services for designated Engage Warner Robins properties, including labor, materials, equipment, and qualified personnel, routine and as-needed maintenance, and full compliance with applicable laws and regulations to ensure safe, clean, and well-maintained conditions.

4. Contract Price: The City shall pay Contractor in accordance with the rates set forth in the Contractor's proposal, attached hereto and incorporated herein as "Exhibit A", for Contractor's performance of Work, subject to authorized budget appropriations. Pricing shall remain firm for the full term of the contract and may only be modified through a written amendment approved by both parties.
5. Payment Procedures
 - 5.1 The City will process payment requests following inspection and approval of services rendered.
 - 5.2 Contractor must submit valid, itemized invoices after delivering goods or services. At a minimum, invoices must include: (i) invoice number; (ii) Contractor name and address; (iii) purchase order number; (iv) buyer name and address; (v) item description and line number; (vi) item quantity, unit price, and extended price; (vii) discount, if applicable; (viii) order date and shipping date; (ix) back order amount, if any, and shipping date.
 - 5.3 All invoices must be submitted via email to the following address, wrinvoices@wrga.gov.
 - 5.4 The City will pay all undisputed amounts via check within thirty (30) days of receipt and approval of a properly prepared invoice.
6. Termination
 - 6.1 The City and Authority, by written notice, may terminate this Contract, in whole or in part, when in the City and Authority's interest. If this Contract is terminated, the City and Authority shall be liable only for goods or services delivered or accepted. The City Notice of Termination may provide the Contractor thirty (30) days prior notice before it becomes effective. However, at the City and Authority may, at their sole discretion, terminate this Contract for convenience effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.
 - 6.2 In compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing on the Effective Date and terminating at midnight one year later ("initial term"), without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Thereafter, in accordance with O.C.G.A. § 36-60-13, this Contract shall be automatically renewed as specified herein (each one year term occurring after the initial term shall be referred to as a "renewal term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.
7. Licenses, Registrations, Certifications and Permits: The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications, and permits necessary to perform the Work as required by law. Contractor shall provide copies of any such licenses, certifications, or permits to the City upon request.

8. Insurance

- 8.1 Contractor shall obtain and continuously maintain during the term of the Contract insurance meeting or exceeding the minimum coverage amounts as follows:
Worker's Compensation at Statutory Requirement
Commercial General Liability: \$1 Million/Occurrence, \$2 Million General Aggregate
Commercial Auto Liability: \$1 Million Combined Single Limit
Umbrella Liability: \$1 Million
- 8.2 Such insurance shall be endorsed to name the City of Warner Robins as an additional insured party.

9. Indemnification: The Contractor shall indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature provided by the Contractor.

10. Subcontractors

- 10.1 No subcontractor, sub-subcontractor or consultant shall be retained by the Contractor to perform services under this Contract without the prior written consent of the City and Authority.
- 10.2 Administration of any approved subcontractor shall be the Contractor's responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the City and Authority.
- 10.3 The Contractor shall ensure that all subcontractors engaged in the performance of this Contract possess and maintain all required licenses, certifications, permits, and approvals required by applicable federal, state, and local laws and authorizing the performance of such services for which they were retained.

11. Employment Authorization Program

- 11.1 In accordance with the Georgia Security and Immigration Compliance Act, as amended, any Contractor that enters into a contract for the physical performance of services shall register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements.
- 11.2 The Contractor and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.
- 11.3 The Contractor shall comply with any and all applicable requirements and provisions set forth in O.C.G.A. § 13-10-91.
- 11.4 Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor contracts with a subcontractor in connection with this Contract, the Contractor shall secure from such subcontractor a notarized subcontractor affidavit, and maintain such record for inspection by the City.

12. Assignment: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City and Authority.
13. Contract Modification: Any change to the Contract must be made by a written amendment, signed and dated by authorized representatives of all parties, the City, the Authority and the Contractor. The amendment must reference the original Contract, state the specific changes, and note any adjustments to price, schedule, or deliverables. No verbal agreements or informal communications shall constitute a valid amendment.
14. Compliance with Laws; Non-Discrimination: The Contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

DRAFT

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

CITY OF WARNER ROBINS

Signature: _____
LaRHONDA W. PATRICK
MAYOR

ATTEST: _____
MANDY STELLA
CITY CLERK

BRADLEY'S REPAIR AND LAWN CARE

Signature: _____
Print Name: _____
Title: _____
Date: _____

ATTEST: _____

THE DEVELOPMENT AUTHORITY OF WARNER ROBINS
ENGAGE WARNER ROBINS

Signature: _____
PHILIP POTTER
CHAIRMAN

ATTEST: _____
MARK YARBROUGH
SECRETARY

REVIEWED AS TO FORM

CITY ATTORNEY
SUBJECT TO MAYOR AND COUNCIL APPROVAL

IN WITNESS WHEREOF, the parties hereto have each caused this Contract to be executed.

CITY OF WARNER ROBINS

**BRADLEY'S REPAIR AND LAWN
CARE**

Signature: _____
LaRHONDA W. PATRICK
MAYOR

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
MANDY STELLA
CITY CLERK

ATTEST: _____

THE DEVELOPMENT AUTHORITY OF WARNER ROBINS
ENGAGE WARNER ROBINS

Signature: _____
PHILIP POTTER
CHAIRMAN

ATTEST: _____
MARK YARBROUGH
SECRETARY



Exhibit A

Bid Price List

Bid: 26-CED-4781 Annual Contract for Landscape and Grounds Maintenance - Engage Properties

Bradley's Repair and Lawn Care

Line #	Description	QTY	UOM	Unit	Extended
1	Commercial Circle, Parcel #0W027C 002000 (0.22 acres)	14	Visit	\$40.00	\$560.00
2	1007 Watson Blvd. (0.21 acres)	14	Visit	\$40.00	\$560.00
3	N Davis Drive, Parcel #0W15AA 011000 (1.14 acres)	14	Visit	\$75.00	\$1,050.00
4	N Davis Drive, Parcel #0W15AA 012000 (0.76 acres)	14	Visit	\$75.00	\$1,050.00
5	300 N Davis Drive (0.78 acres)	14	Visit	\$75.00	\$1,050.00
6	304 N Davis Drive (1.0 acres)	14	Visit	\$75.00	\$1,050.00
7	N Davis Drive, Parcel #0W15AA 045000 (0.94 acres)	14	Visit	\$75.00	\$1,050.00
8	N Davis Drive, Parcel #0W15AA 051000 (1.07 acres)	14	Visit	\$75.00	\$1,050.00
9	Duke Avenue, Parcel #0W15AA 052000 (1.21 acres)	14	Visit	\$75.00	\$1,050.00
10	818 Duke Avenue (0.46 acres)	14	Visit	\$75.00	\$1,050.00
11	812 Duke Avenue (0.46 acres)	14	Visit	\$75.00	\$1,050.00
12	810 Duke Avenue (0.53 acres)	14	Visit	\$75.00	\$1,050.00
13	804 Duke Avenue (0.46 acres)	14	Visit	\$75.00	\$1,050.00
14	712 Duke Avenue (1.22 acres)	14	Visit	\$75.00	\$1,050.00
15	710 Duke Avenue (0.76 acres)	14	Visit	\$75.00	\$1,050.00
16	708 Duke Avenue (0.46 acres)	14	Visit	\$75.00	\$1,050.00
17	706 Duke Avenue (0.49 acres)	14	Visit	\$75.00	\$1,050.00
18	704 Duke Avenue (0.48 acres)	14	Visit	\$75.00	\$1,050.00
19	702 Duke Avenue (0.52 acres)	14	Visit	\$75.00	\$1,050.00
20	700 Duke Avenue (0.79 acres)	14	Visit	\$75.00	\$1,050.00
21	Myrtle Street, Parcel #0W15AA 032000 (0.48 acres)	14	Visit	\$75.00	\$1,050.00
22	107 Prince Street (1.02 acres)	14	Visit	\$75.00	\$1,050.00
23	105 Prince Street (0.79 acres)	14	Visit	\$75.00	\$1,050.00
24	Airman Blvd. #0W005A 015000	14	Visit	\$100.00	\$1,400.00
				Annual Cost:	\$24,570.00

Exhibit B

**CITY OF WARNER ROBINS
 BID NO.: 26-CED-4781
 LANDSCAPE & GROUNDS MAINTENANCE OF
 ENGAGE WARNER ROBINS PROPERTIES**

SPECIFICATIONS & CONDITIONS

The City of Warner Robins will receive sealed bids for the materials, labor, technical knowledge, tools, equipment and service to maintain the Keep Warner Robins Beautification Sites located throughout the City of Warner Robins, per the following Specifications:

I. BIDS MUST INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Each site shall be cut and cleaned once (1) per month
2. Trash and debris must be removed from the site during each visit. The vendor shall properly collect, contain, and dispose of all trash, debris, and loose refuse in accordance with applicable local, state, and federal regulations. The vendor is also responsible for clearing and lawfully disposing of any illegally dumped materials observed on-site during each visit.
3. Grass shall be mowed throughout the entirety of each property; weed eat areas not accessible by mowers.

II. SITES FOR MAINTENANCE AS FOLLOWS:

1. Commercial Circle, Parcel #W027C 002000 (0.22 acres)
2. 1007 Watson Blvd. (0.21 acres)
3. N Davis Drive, Parcel #W15AA 011000 (1.14 acres)
4. N Davis Drive, Parcel #W15AA 012000 (0.76 acres)
5. 300 N Davis Drive (0.78 acres)
6. 304 N Davis Drive (1.0 acres)
7. N. Davis Drive, Parcel #W15AA 045000 (0.94 acres)
8. N. Davis Drive, Parcel #W15AA 051000 (1.07 acres)
9. Duke Avenue, Parcel #W15AA 051000 (1.21 acres)
10. 818 Duke Avenue (0.46 acres)
11. 812 Duke Avenue (0.46 acres)
12. 810 Duke Avenue (0.53 acres)
13. 804 Duke Avenue (0.46 acres)
14. 712 Duke Avenue (1.22 acres)
15. 710 Duke Avenue (0.76 acres)
16. 708 Duke Avenue (0.46 acres)
17. 706 Duke Avenue (0.49 acres)
18. 704 Duke Avenue (0.48 acres)
19. 702 Duke Avenue (0.52 acres)
20. 700 Duke Avenue (0.79 acres)
21. Myrtle Street, Parcel #W15AA 032000 (0.48 acres)

22. 107 Prince Street (1.02 acres)
23. 105 Prince Street (0.79 acres)
24. Airman Blvd. #0W005A 015000

GENERAL CONDITIONS

1. Contractor is responsible for visiting job sites before submitting a bid.
2. All business and professional licensure, as well as safety credentials, **must be submitted**

The successful bidder must give satisfactory evidence that the carries Workers' Compensation, in accordance with State Workmen's Compensation Laws, and public liability and property damage insurance in sufficient amounts to ensure adequate coverage of the work, with the following minimum amounts acceptable:

- Commercial General Liability: 1 Million/ 2 Million
 - Comprehensive Vehicle Liability: 1 Million
 - Umbrella Liability: 1 Million (minimum)
 - Workers Compensation: Statutory (only with 3+ employees)
3. Contract will begin August 1, 2026, and run through July 30, 2027. The Contract shall automatically renew for up to four (4) successive one (1) year terms unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the current term. Renewal will be contingent upon satisfactory performance by the Contractor during the previous Contract period and acceptance by the City of Warner Robins.
 4. Prices are to remain firm for a period of one (1) year; however, upon mutual written agreement of the parties, prices may increase by up to three percent (3%) on an annual basis.
 5. The bid, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City of Warner Robins, price, availability, value and other factors considered. The City of Warner Robins reserves the right to accept none, all, or any part of the bid, and to waive all formalities.
 6. In the event the City decides to sell one or more of the listed properties above during any of the contract terms, the City will provide the contractor with a 30-day notification and proof of sales agreement. Once the property is sold, the City will no longer be responsible for the landscape maintenance of that property nor payment for it.
 7. In the event the City or its subcontractors begin construction on any of the properties listed above, in which a portion of the property will no longer be required to be maintained, the City reserves the right to request a reduction in cost for the landscape maintenance of that parcel.

STAFF REPORT

DEPARTMENT: FIRE DEPARTMENT

SUBMITTED BY: NEWELL DIXON

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Amendment to Uniform Contract F-4725 North American Fire Equipment Co.

STAFF RECOMMENDATION

Recommendation to admen contract F-4725 to include the addition of Gildan cotton uniform T-shirts and Flying Cross 2 in 1 cold weather jackets.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: No

Total Project Cost: Enter Cost \$0.00

Included In Current Capital Budget: No

Appropriations: No

Account Title / Number	Dollar Amount
N/A	\$0.00

External Funding Sources:

Account Title / Number	Dollar Amount
N/A	\$0.00

ITEM DESCRIPTION

In the current contract with NAFECO the t-shirts listed are of a polyester blend. Due to NFPA recommendations our personnel are not able to ware this material under their uniforms or Personal Protective gear for safety reasons. The T-shirts that will replace the current ones are made of cotton and do meet the National Fire Protection Associations (NFPA) Recommendations for garments warn under uniforms. The addition of the Cold Weather Jackets will allow for personnel to be better protected from the cold/wet weather while maintain a uniform appearance. At this time we do not have a department issued cold/wet weather jacket.

ALTERNATIVES

Continue to purchase uniform t-shirts in a bulk order on a as need basis.

Cold weather jackets will be submitted out to a bid process to be able to fill the need of the department personnel.

ATTACHMENTS

1. Agreement submitted by North American Fire Equipment Company (NAFECO) for the addition of the stated items and the cost for each.



Fire

Law Enforcement

EMS

Industrial

NAFECO

Agenda Item #4B

7/20/2026

Chief Dixon, please see the replacements below in regards to your uniform contract.

Item ST350 SportTek PosiCharge Competitor Tee; True Navy will be replaced with item 2000-NVY Gildan T-Shirt, Navy. Pricing will remain the same at \$8.25.

Item LST350 Sport-Tek T-Shirt, Ladies PosiCharge, SS, Navy will be replaced with 2000L Women's Gildan T-Shirt, Navy. Pricing will remain the same at \$8.25

Item ST350LS/LST350LS SportTek PosiCharge Competitor LS Tee will be replaced with G2400 Gildan Ultra Cotton LS TShirt Navy. Pricing will remain the same at \$9.75

We will be adding the below jacket with a LS dept. Patch and RS flag sewn on. Pricing will be \$160 for size Small - 4XL

57500-86-FDG Flying Cross 2-in-1 Jacket, LAPD Navy, Gold/Brass

57500-86-FDS Flying Cross 2-in-1 Jacket, LAPD Navy, Silver

57500-010 FDG Flying Cross 2-in-1 Jacket, Black, Gold/Brass

Please let me know if you have any questions.

Nancy Gray
LE/Uniform Sales Representative South Georgia
NAFECO
715 Park North Boulevard, Suite 120
Clarkston, GA 30021
Cell: [REDACTED]
Email: nancy.gray@nafeco.com
Visit us on our website at www.NAFECO.com

"Working to make our customers and our community better by providing solutions with the safest and highest quality equipment and services."

Corporate Office: 1515 W Moulton St • Decatur, AL 35601

Office: (800) 628.6233 • Fax: (256) 355.0852 • www.nafeco.com

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins hereby authorize Mayor LaRhonda W. Patrick to execute Amendment No. 1 to the contract between North America Fire Equipment Co., Inc. North America Fire Equipment Co. Inc. (“Contractor”) and the City of Warner Robins, Georgia (“City”), which was originally approved by the Mayor and Council on January 5, 2026, for the purchase of uniforms and firefighting gear.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk



CONTRACT AMENDMENT NO. 1

OWNER: City of Warner Robins
P.O. Box 9629
Warner Robins, GA 31095

CONTRACTOR: North America Fire Equipment Co., Inc. (NAFECO)
1515 West Moulton Street
Decatur, AL 35602

BID NO./TITLE: F-4725 Annual Contract for Fire Uniforms & Bunker Gear

THIS AMENDMENT NO. 1 (hereinafter “Amendment”), is made and entered into this 3rd day of **AUGUST, 2026**, by and between **NORTH AMERICA FIRE EQUIPMENT CO., INC.**, (hereinafter “Contractor”), and the **CITY OF WARNER ROBINS**, a Georgia municipal corporation in Houston and Peach Counties (hereinafter “City”).

WHEREAS, the City and Contractor entered into the contract renewal identified as F-4725 (hereinafter “Contract”) dated effective January 1, 2026, in which the Contractor agrees to provide all labor, materials, uniforms, equipment, shipment and delivery services necessary to supply the specified Fire Department uniforms and bunker gear on an as-needed basis;

WHEREAS, the parties wish to amend the Contract as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to amend the Contract as follows:

1. Replacement of Item ST350 SportTek PosiCharge Competitor Tee, True Navy with Item 2000-NVY Gildan T-Shirt, Navy. Pricing shall remain unchanged at \$8.25 per item.
2. Replacement of Item LST350 Sport-Tek Ladies PosiCharge Short Sleeve T-Shirt, Navy with Item 2000L Women's Gildan T-Shirt, Navy. Pricing shall remain unchanged at \$8.25 per item.
3. Replacement of Items ST350LS/LST350LS SportTek PosiCharge Competitor Long Sleeve Tee with Item G2400 Gildan Ultra Cotton Long Sleeve T-Shirt, Navy. Pricing shall remain unchanged at \$9.75 per item.
4. Addition of the following jacket items to the Contract. Each jacket shall include a left sleeve department patch and right sleeve flag sewn on. Pricing shall be \$160.00 per jacket for sizes Small through 4XL:
 - Item 57500-86-FDG – Flying Cross 2-in-1 Jacket, LAPD Navy, Gold/Brass
 - Item 57500-86-FDS – Flying Cross 2-in-1 Jacket, LAPD Navy, Silver
 - Item 57500-010 FDG – Flying Cross 2-in-1 Jacket, Black, Gold/Brass.

Exhibit A of the Contract is hereby amended as follows to reflect the item substitutions and additions set forth herein. Except as expressly amended herein, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Contract F-4725 to be executed by their authorized representatives.

CITY OF WARNER ROBINS

**NORTH AMERICA FIRE EQUIPMENT
CO., INC.**

Signature: _____
LaRHONDA W. PATRICK
MAYOR

Signature: _____

Print Name: _____

Date: _____

Attest: _____
MANDY STELLA
CITY CLERK

Attest: _____

DRAFT

Exhibit A
PRICE LIST AMENDMENT

F-4725 Annual Contract for Fire Uniforms, Accessories, and Bunker Gear						
Line #	Description	Manufacturer	Manufacturer Number	Unit of Measure	Unit Price	Notes
43	Short Sleeve Cotton T-shirt, Navy - Customizable Screen Print WRFD and Logo	Gildan	2000-NVY	Each	\$8.25	Replacement for Item ST350 SportTek PosiCharge Competitor Tee; True Navy
44	Long Sleeve Cotton T-shirt, Navy - Customizable Screen Print WRFD and Logo	Sanmar	G2400	Each	\$9.75	Replacement for Item ST350LS/LST350LS SportTek PosiCharge Competitor LS Tee
45	Women's Short Sleeve Cotton T-shirt, Navy - Customizable Screen Print WRFD and Logo	Gildan	2000L	Each	\$8.25	Replacement for Item LST350 Sport-Tek T-Shirt, Ladies PosiCharge, SS, Navy
61	2-in-1 Jacket, LAPD Navy, Gold/Brass. LS dept. Patch and RS flag sewn on.	Flying Cross	57500-86-FDG	Each	\$160.00	Item addition
62	2-in-1 Jacket, LAPD Navy, Silver. LS dept. Patch and RS flag sewn on	Flying Cross	57500-86-FDS	Each	\$160.00	Item addition
63	2-in-1 Jacket, Black, Gold/Brass. LS dept. Patch and RS flag sewn on	Flying Cross	57500-010-FDG	Each	\$160.00	Item addition

STAFF REPORT

DEPARTMENT: FIRE DEPARTMENT
 SUBMITTED BY: CHIEF JASON MOCK
 MEETING DATE: AUGUST 3RD, 2025

AGENDA ITEM

Fire Department – Motorola Solutions

This is the annual maintenance contract for emergency radio equipment in the department.

STAFF RECOMMENDATION

Approval of the service agreement/contract for Motorola Solutions for the annual renewal of the department's maintenance for all radio communication equipment not to exceed \$10,449.00 and authorized the Mayor to execute all necessary documents.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$10,449.00

Included In Current Capital Budget: No

Appropriations: Yes/No

Account Title / Number	Dollar Amount
Repairs and Maint. - Communication Equipment - 1003550-522200	\$10,449.00

External Funding Sources:

Account Title / Number	Dollar Amount

ITEM DESCRIPTION

This Annual Maintenance and Service Agreement with Motorola Solutions provides comprehensive support for all base radios, portable radios, and their related accessories. The contract includes full repair services for any hardware failures, routine maintenance to ensure all equipment is operating at peak performance, and coverage for essential accessories such as microphones, batteries, antennas, and chargers. In addition to standard in-shop repairs, Motorola Solutions offers mobile on-site service performed by certified technicians, ensuring quick response to any service needs directly in the field. The agreement also includes access to a local Motorola-authorized service center, which allows for faster turnaround times and minimizes equipment downtime. Where applicable, software and firmware updates are provided to keep all communication devices current with the latest features and system enhancements. Maintaining this contract is critical to ensuring the operational readiness and reliability

of all emergency communication equipment. In public safety and emergency response, clear and uninterrupted communication is essential for the coordination, safety, and effectiveness of personnel in the field. This maintenance agreement guarantees that all radios and supporting accessories are kept in optimal working condition, helping to prevent unexpected failures that could compromise critical response efforts. All public safety agencies in Houston County utilize this vendor for communication equipment.

ALTERNATIVES

Bid out to other outside vendors.

ATTACHMENTS

1. Motorola Solutions Contract Number – USC000020805

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached service agreement between MOTOROLA SOLUTIONS, and the City of Warner Robins, Georgia, whereby MOTOROLA SOLUTIONS agrees to provide maintenance for all radio communication equipment for the Fire Department, in an amount not to exceed \$10,449.00.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000020805
Contract Modifier: R02-MAR-26 07:05:17

Date: 15-JUN-2026

Company Name: Warner Robins, City Of Attn.: Allison Lanneau Billing Address: Po Box 1488 City, State, Zip Code: Warner Robins, GA 31099 Customer Contact: Allison Lanneau Phone: 478-538-6191

P.O.#: N/A
Customer #: 1036052827
Bill to Tag#: 0002
Contract Start Date: 01-JUL-2026
Contract End Date: 30-JUN-2027
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	LSV00S00052A	***** Recurring Services ***** LOCAL DEVICE COMBO SVC	\$870.75	\$10,449.00
			Sub Total	\$870.75
			Taxes	\$0.00
			Grand Total	\$870.75
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS **Covers 7 depot repairs per annum** This ensures everything including batteries. MSI covers repairs to all radios and accessories of the fleet department. NOT COVERED - Repairs limited to physical damage, water damage, and or lost radios that were result in a replacement.			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

MARTIN FASHINA

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

REVIEWED AS TO FORM

CITY ATTORNEY
SUBJECT TO MAYOR AND COUNCIL APPROVAL

Company Name : Warner Robins, City Of
Contract Number : USC000020805
Contract Modifier : R02-MAR-26 07:05:17
Contract Start Date : 01-JUL-2026
Contract End Date : 30-JUN-2027

DRAFT

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement or applicable Statement of Work.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirements. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES

All software, SUA, video, and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at:

https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS

18.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the state in which the Services are performed.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement

shall be treated as and shall have the same effect as an original signed copy of this document

DRAFT

STAFF REPORT

DEPARTMENT: GENERAL ADMINISTRATION

SUBMITTED BY: CHRIS ROOKS

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Professional time for Associated Systems Incorporated (ASI)/City Enterprise Resource Planning (ERP)/ AS400 System

This agenda item is an invoice for customer support and professional time for the period of May 26, 2026, through June 25, 2026. AS400 is our current Enterprise Resource Planning system that staff uses for daily operations.

STAFF RECOMMENDATION

The staff recommendation is to approve payment for this invoice for billed customer service and professional time between City staff and ASI staff.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact:

Total Project Cost: \$18,573.75

Included In Current Capital Budget:

Appropriations:

Account Title / Number	Dollar Amount
1535 52041 IT Professional/Technical Software	\$18,573.75

External Funding Sources:

Account Title / Number	Dollar Amount

ITEM DESCRIPTION

AS400 is our current Enterprise Resource Planning system the City uses for daily operations. AS400 is the program that Tyler Technologies will eventually replace. We will have to continue to pay invoices for AS400 until we have fully deployed the new ERP system.

ALTERNATIVES

We are currently in the implementation phase with Tyler Technologies, which is an alternative/replacement to AS400. This project was competitively bid and a contract was awarded after

staff recommended awarding the bid to Tyler Technologies. The project is currently in the implementation phase with an expected project end date in 2027.

ATTACHMENTS

1. ASI Detailed Billing Invoice for Professional Services

DRAFT

ASI

ASSOCIATED SYSTEMS INCORPORATED

PO Box 16583
Greenville, SC 29606

ASSOCSYS.COM

RECEIVED

JUL 15 2026

FINANCELydia Humphrey
City of Warner Robins
PO Box 8629
Warner Robins, GA 31095-8629Customer #06952
Invoice #60625-RG

Dear Lydia,

Below are our charges for the period 5/26/2026 thru 6/25/2026.

	Customer Support-----		
	-----Monthly Customer Support-----	5/26/26	2,115.00
	Misc financials/Utility support	6/01/26	
	Misc other financials support	6/12/26	
Kim	PR/Labor system questions	6/22/26	
	Total Customer Support-----		2,115.00
	Professional Time-----		
	Accounts Payable-----		
Lydia	Create "AP check and invoice history for Tyler"	6/05/26	247.50
Lydia	Locate, resend AP check history for Tyler	6/09/26	82.50
	Total Accounts Payable-----		330.00
	Business License-----		
Chris	Create/Send "legacy" bus.license EXCEL for Tyler	6/24/26	412.50
Chris	Work on Bus.License data extract for Tyler	6/23/26	165.00
Sophie	Assist with BL reprint acct# 17234	5/29/26	82.50
Sophie	Bus. License system assistance	5/28/26	82.50
Sophie	Correct NAICS code for BL account	5/28/26	41.25
Sophie	Misc Bus.License assistance	5/27/26	82.50
Sophie	Report for Vape Shops/Liquor 445310 453991	6/18/26	165.00
Tyler,MT,Lydia	File transfer questions, assistance	5/28/26	82.50
	Total Business License-----		1,113.75
	General Ledger-----		
Finance	Create new query to chk daily 10670 from Manetron	6/05/26	165.00
JDC	Check GL account balances for suspense acct	6/08/26	165.00
Lydia	Assist with Fund 27 setup	6/05/26	41.25
Lydia	Recover 06/11 & 06/12 GL data files for Tyler	6/15/26	165.00
Lydia	Recreate 05/10 & 05/06 nightly GL entries to Tyler	5/27/26	165.00
Lydia,JDC	Tyler nightly file push questions	6/17/26	247.50
Lydia,Keyiera	System Tax suspense issues from Manetron	6/08/26	165.00

-----Invoice Continued-----

ASI

ASSOCIATED SYSTEMS INCORPORATED

PO Box 16583
Greenville, SC 29606

ASSOCSYS.COM

Lydia Humphrey
City of Warner Robins
PO Box 8629
Warner Robins, GA 31095-8629

Customer #06952
Invoice #60625-RG

Dear Lydia,

Below are our charges for the period 5/26/2026 thru 6/25/2026.

Victor	Nightly GL import not working. Last data 06/10	6/12/26	165.00
	Total General Ledger-----		1,278.75
	Miscellaneous-----		
	Conversion to Tyler	6/03/26	4,083.75
	Create G/L transactions for Tyler system	5/26/26	1,525.25
	Test the GL file transfer to email	5/27/26	82.50
Ed	Assign TVEAL same authorities as AMcDaniel	5/29/26	41.25
Ed	Change user permissions for security	6/24/26	41.25
Finance, Tyler	Tyler sFTP site not working, try to recover	6/11/26	165.00
Jeff	Work on password reset for nightly Tyler file push	6/16/26	41.25
Jeff, Lydia	CLP program changes for nightly TYLER GL push	6/02/26	165.00
Jeff, Victor	Check with Jeff Hayne (Tyler) on Files on Ty Server	6/12/26	82.50
Jeffrey	Work with Tyler setting up sFTP site, PW issues	6/15/26	495.00
Keyiera	GL journal post GL VS Tax info and instruction	6/22/26	247.50
Lydia	Assist with nightly data extract to Tyler	6/17/26	165.00
Marty	GL File transfer assistance, questions	5/29/26	41.25
Marty	Misc questions about nightly GL run	6/02/26	82.50
	Total Miscellaneous-----		7,260.00
	Purchase Orders-----		
Lauren	Remove final open PO's from PO system	6/12/26	82.50
	Total Purchase Orders-----		82.50
	Payroll-----		
Gaye	Assist with Vac/Sick time	5/27/26	82.50
Jeff, Melanie	Repull/Send PR check history from 010123 to Tyler	6/15/26	330.00
Kim	Add FMLA to PR leave EXCEL file, update	6/24/26	330.00
Kim	Add PR comp time to EXCEL accrual for Tyler	6/23/26	165.00
Kim	Assist with payroll PE 06/21 update restart.	6/24/26	82.50
Melanie	PR check data verification data extract to excel	6/16/26	742.50
Melanie	PR labor file create, push to labor questions	6/02/26	41.25
Melanie	Work on leave without pay report PR482R	6/08/26	165.00

-----Invoice Continued---



ASSOCIATED SYSTEMS INCORPORATED

PO Box 16583
Greenville, SC 29606

ASSOCSYS.COM

Lydia Humphrey
City of Warner Robins
PO Box 8629
Warner Robins, GA 31095-8629

Customer #06952
Invoice #60625-RG

Dear Lydia,

Below are our charges for the period 5/26/2026 thru 6/25/2026.

Melanie, Gaye	Work on PR check history YTD for PE Date	6/10/26	247.50
Melanie, Kim	PR/Labor system assistance	6/08/26	165.00
	Total Payroll-----		2,351.25
	Tax Processing-----		
Keyeira, Paul	Work on multiple tax file corrections	6/12/26	495.00
Keyiera	Misc tax reporting issues multi days	6/18/26	165.00
Keyiera, Lydia	Reverse/Correct tax data for 03/17 03/30 04/10	6/17/26	165.00
Keyiera, Lydia	Reverse/Correct Tax data 03/06, 03/10, 03/04, 06/18	6/23/26	577.50
Keyiera, Lydia	Tax data detl breakdown GLvsTax import multi days	6/17/26	165.00
Keyiera, Lydia	Tax data problems for 06/11 06/12	6/17/26	165.00
Keyiera, Paul	Tax import corrections, site pull from IFS on AS400	6/11/26	330.00
Lydia	Manetron Tax GL account issues 06/04....	6/04/26	247.50
Lydia	Tax system GL correction questions	5/29/26	82.50
Lydia	Work on TX GL reversals, corrections and to Tyler	6/01/26	330.00
Lydia, Keyiera	Check GL Vs Tax suspense 03/04 & 03/06	6/09/26	247.50
Paul, Keyiera	Work with Paul (VCSTax sysport) tax data file issues	6/17/26	165.00
	Total Tax Processing-----		3,135.00
	Utility Billing-----		
	Add access to void payments to Carolina Arrequin	6/23/26	41.25
	Pull transactions from Synovus	5/29/26	330.00
TVeal	Prepare to rerun 05/27 payments post reports	5/28/26	82.50
	Total Utility Billing-----		453.75
	Vehicle Maintenance-----		
Walthall	Vehicle File load 05/28-06/23	6/25/26	330.00
Walthall	Walthall Fuel upload questions.. Load to system	5/28/26	128.75
	Total Vehicle Maintenance-----		458.75
	Total Professional Time-----		16,458.75

** Invoice Total ** \$18,573.75

Terms: Due upon Receipt

07/09/26 13:09:48

ASI Invoice Detail

PAGE 1

Customer # 06952

City of Warner Robins

PERSON REQUEST WORK

ASI
InitWork
Date

Description Of Work

Work Hrs

Amount

Type
Work

JDC	2026/05/27	Test the GL file transfer to email	.50	82.50	MS	
MT	2026/06/03	Conversion to Tyler	24.75	4,083.75	MS	
MT	2026/05/26	Create G/L transactions for Tyler system	9.25	1,526.25	MS	
MT	2026/06/23	Add access to void payments to Carolina Arrequin	.25	41.25	UB	
MT	2026/05/29	Pull transactions from Synovus	2.00	330.00	UB	
		TOTAL		6,063.75		
Chris	JDC	2026/06/24	Create/Send "Legacy" bus.license EXCEL for Tyler	2.50	412.50	BL
Chris	JDC	2026/06/23	Work on Bus.License data extract for Tyler	1.00	165.00	BL
		TOTAL		577.50		
Ed	JDC	2026/05/29	Assign TVEAL same authorities as AMcDaniel	.25	41.25	MS
Ed	JDC	2026/06/24	Change user permissions for security	.25	41.25	MS
		TOTAL		82.50		
Finance	JDC	2026/06/05	Create new query to chk daily 10670 from Manetron	1.00	165.00	GL
Finance, Tyler	JDC	2026/06/11	Tyler sFTP site not working, try to recover	1.00	165.00	MS
		TOTAL		330.00		
Gaye	JDC	2026/05/27	Assist with Vac/Sick time	.50	82.50	PR
		TOTAL		82.50		
Jeff	JDC	2026/06/16	Work on password reset for nightly Tyler file push	.25	41.25	MS
		TOTAL		41.25		
Jeff, Lydia	JDC	2026/06/02	CLP program changes for nightly TYLER GL push	1.00	165.00	MS
Jeff, Melanie	JDC	2026/06/15	Repull/Send PR check history from 010123 to Tyler	2.00	330.00	PR

07/09/26 13:09:48		ASI Invoice Detail		Customer # 06952		PAGE	2
PERSON REQUEST WORK	ASI Init	City of Warner Robins	Work Date	Description Of Work	Work Hrs	Amount	Type Work
Jeff, Victor	JDC	2026/06/12	2026/06/12	Check with Jeff Hayne(Tyler) on Files on Ty Server	.50	82.50	MS
				TOTAL		577.50	
Jeffrey	JDC	2026/06/15	2026/06/15	Work with Tyler setting up sFTP site, PW issues	3.00	495.00	MS
				TOTAL		495.00	
JDC	JDC	2026/06/08	2026/06/08	Check GL account balances for suspense acct	1.00	165.00	GL
				TOTAL		165.00	
Keyeira, Paul	JDC	2026/06/12	2026/06/12	Work on multiple tax file corrections	3.00	495.00	TX
				TOTAL		495.00	
Keyiera	JDC	2026/06/22	2026/06/22	GL journal post GL VS Tax info and instruction	1.50	247.50	MS
Keyiera	JDC	2026/06/18	2026/06/18	Misc tax reporting issues multi days	1.00	165.00	TX
Keyiera, Lydia	JDC	2026/06/17	2026/06/17	Reverse/Correct tax data for 03/17 03/30 04/10	1.00	165.00	TX
Keyiera, Lydia	JDC	2026/06/23	2026/06/23	Reverse/Correct Tax data 03/06,03/10,03/04,06/18	3.50	577.50	TX
Keyiera, Lydia	JDC	2026/06/17	2026/06/17	Tax data detl breakdown GLVstax import multi days	1.00	165.00	TX
Keyiera, Lydia	JDC	2026/06/17	2026/06/17	Tax data problems for 06/11 06/12	1.00	165.00	TX
Keyiera, Paul	JDC	2026/06/11	2026/06/11	Tax import corrections,site pull from IFS on AS400	2.00	330.00	TX
				TOTAL		1,815.00	
Kim	JDC	2026/06/24	2026/06/24	Add FMLA to PR leave EXCEL file, update	2.00	330.00	PR
Kim	JDC	2026/06/23	2026/06/23	Add PR comp time to EXCEL accrual for Tyler	1.00	165.00	PR
Kim	JDC	2026/06/24	2026/06/24	Assist with payroll PE 06/21 update restart.	.50	82.50	PR
				TOTAL		577.50	
Lauren	JDC	2026/06/12	2026/06/12	Remove final open PO's from PO system	.50	82.50	PO

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ASI Invoice Detail

PAGE 3

City of Warner Robins

Customer # 06952

PERSON REQUEST WORK	ASI Init	Work Date	Description Of Work	Work Hrs	Amount	Type Work
Lydia	JDC	2026/06/05	Create "AP check and invoice history for Tyler"	1.50	247.50	AP
Lydia	JDC	2026/06/09	Locate, resend AP check history for Tyler	.50	82.50	AP
Lydia	JDC	2026/06/05	Assist with Fund 27 setup	.25	41.25	GL
Lydia	JDC	2026/06/15	Recover 06/11 & 06/12 GL data files for Tyler	1.00	165.00	GL
Lydia	JDC	2026/05/27	Recreate 05/10 & 05/06 nightly GL entries to Tyler	1.00	165.00	GL
Lydia	JDC	2026/06/17	Assist with nightly data extract to Tyler	1.00	165.00	MS
Lydia	JDC	2026/06/04	Manetron Tax GL account issues 06/04....	1.50	247.50	TX
Lydia	JDC	2026/05/29	Tax system GL correction questions	.50	82.50	TX
Lydia	JDC	2026/06/01	Work on TX GL reversals, corrections and to Tyler	2.00	330.00	TX
Lydia, JDC	JDC	2026/06/17	Tyler nightly file push questions	1.50	247.50	GL
Lydia, Keyiera	JDC	2026/06/08	System Tax suspense issues from Manetron	1.00	165.00	GL
Lydia, Keyiera	JDC	2026/06/09	Check GL Vs Tax suspense 03/04 & 03/06	1.50	247.50	TX
			TOTAL		2,186.25	
Marty	JDC	2026/05/29	GL File transfer assistance, questions	.25	41.25	MS
Marty	JDC	2026/06/02	Misc questions about nightly GL run	.50	82.50	MS
			TOTAL		123.75	
Melanie	JDC	2026/06/16	PR check data verification data extract to excel	4.50	742.50	PR
Melanie	JDC	2026/06/02	PR labor file create, push to labor questions	.25	41.25	PR
Melanie	JDC	2026/06/08	Work on leave without pay report PR482R	1.00	165.00	PR
Melanie, Gaye	JDC	2026/06/10	Work on PR check history YTD for PE Date	1.50	247.50	PR
Melanie, Kim	JDC	2026/06/08	PR/labor system assistance	1.00	165.00	PR
			TOTAL		1,361.25	

07/09/26 13:09:48

ASI Invoice Detail

PAGE 4

Customer # 06952

City of Warner Robins

PERSON REQUEST WORK

ASI
Init

Work
Date

Paul, Keyiera JDC 2026/06/17 Work with Paul (VCS tax sysport) tax data file issues

Amount
Type
Work

165.00 TX
165.00

Sophie JDC 2026/05/29 Assist with BL reprint acct# 17234

82.50 BL

Sophie JDC 2026/05/28 Bus. License system assistance

82.50 BL

Sophie JDC 2026/05/28 Correct NAICS code for BL account

41.25 BL

Sophie JDC 2026/05/27 Misc Bus. License assistance

82.50 BL

Sophie JDC 2026/06/18 Report for Vape Shops/Liquor 445310 453991

165.00 BL

TOTAL

453.75

Tyler, MT, Lydia

JDC 2026/05/28 File transfer questions, assistance

82.50 BL

TOTAL

82.50

Tveal

JDC 2026/05/28 Prepare to rerun 05/27 payments post reports

82.50 UB

TOTAL

82.50

Victor

JDC 2026/06/12 Nightly GL import not working. Last data 06/10

165.00 GL

TOTAL

165.00

Walthall

JDC 2026/06/25 Vehicle File load 05/28-06/23

330.00 VM

JDC 2026/05/28 Walthall Fuel upload questions.. Load to system

123.75 VM

TOTAL

453.75

FINAL TOTALS

16,458.75

*** END OF REPORT ***

STAFF REPORT

DEPARTMENT: CONVENTION & VISITORS BUREAU

SUBMITTED BY: CHRIS ROOKS

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

2026 Christmas Decorations Installation

The City of Warner Robins will contract with Jubilee Décor, LLC to set up and take down the following items and move to storage after the end of the 2026 holiday season:

- Walkthrough Christmas Tree
- Walkthrough Snowflake
- Walkthrough Snowman
- Two (2) Tunnels

STAFF RECOMMENDATION

Approve the proposal of Jubilee Décor, LLC for installation and take down services for the 2026 Independence Day Celebration for an amount not to exceed \$23,000.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$23,000.00

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
CHRISTMAS DÉCOR/MACH & EQUIP 18.7540 #54121	\$23,000.00

External Funding Sources:

Account Title / Number	Dollar Amount
N/A	

ITEM DESCRIPTION

This project includes professional installation, takedown, and transportation of holiday décor items to and from storage. Decorations will be in place prior to the City's annual tree lighting and removed after the holiday season concludes.

ALTERNATIVES

1. Do not approve the proposal and seek alternative vendors or limit decoration scope.

ATTACHMENTS

1. Jubilee Décor, LLC proposal.

DRAFT



Warner Robins - Installation

Warner Robins, GA

Lera Moncrief
lmoncrief@wrga.gov
478-951-9287

Quote Expires: October 6, 2026
Sales Rep: Dana
dana@jubileedecor.com
+12053058100

Comments from Dana Kennedy

Products & Services

Item & Description	Quantity	Unit Price	Total
Installation Set up and take down decorations and move to storage.	1	\$23,000.00	\$23,000.00
One-time subtotal			\$23,000.00
Total			\$23,000.00

Purchase terms

Signature

Agenda Item
#4D_II

Signature

Date

Printed name

Questions? Contact me



Dana Kennedy
dana@jubileedecor.com
+12053058100

Jubilee Decor
224 East Three Notch Street #127
Andalusia, AL 36420
United States

DRAFT

STAFF REPORT

DEPARTMENT: COMMUNITY & ECONOMIC DEVELOPMENT

SUBMITTED BY: KATE HOGAN

MEETING DATE: JULY 8, 2026

AGENDA ITEM

Engage Warner Robins Butler Snow

Engage Warner Robins monthly legal fees for professional services provided by Butler Snow. This is a continuation of legal services provided by Butler Snow and will be setup as a paydown for Fiscal Year 2027.

STAFF RECOMMENDATION

Staff recommends approval to continue utilizing the legal services of Butler Snow for Engage Warner Robins. These services support Engage Warner Robins in managing legal matters related to property sales, contracts, and other Development Authority related topics.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost: \$16,110.00

Included In Current Capital Budget:

Appropriations:

Account Title / Number	Dollar Amount
Professional Services: 9007500-521200	\$16,110.00

External Funding Sources:

Account Title / Number	Dollar Amount

ITEM DESCRIPTION

Engage Warner Robins supports the City of Warner Robins' community and economic development goals by assisting with various development and redevelopment efforts. With the continued support of Butler Snow's legal services, Engage Warner Robins can effectively advance initiatives that require legal oversight. This collaboration helps further Engage Warner Robins' mission to enhance opportunities and quality of life for the citizens of Warner Robins.

ALTERNATIVES

Do Not Adopt.

ATTACHMENTS

1. Butler Snow Fiscal Year 2027 Invoice

DRAFT

Client: The Warner Robins Development Authority
Matter Number: 057184.226174
Billing Professional: Blake C. Sharpton

Invoice Number:
Invoice Date: June 2, 2026

DUE UPON RECEIPT

If paying by check, please remit payment to Butler Snow LLP at the address noted above.
Credit card payments can be made online at <https://www.butlersnow.com/payments>.

The Warner Robins Development Authority
Kate Hogan
khogan@wrga.gov
700 Watson Blvd.
Warner Robins, GA 31093

Matter: Opinions

INVOICE DETAIL

Fiscal Year 2027

Flat Fee for Professional Services – July 1, 2026	\$1,310.00
Flat Fee for Professional Services – August 1, 2026	\$1,310.00
Flat Fee for Professional Services – September 1, 2026	\$1,310.00
Flat Fee for Professional Services – October 1, 2026	\$1,310.00
Flat Fee for Professional Services – November 1, 2026	\$1,310.00
Flat Fee for Professional Services – December 1, 2026	\$1,310.00
Flat Fee for Professional Services – January 1, 2027	\$1,375.00
Flat Fee for Professional Services – February 1, 2027	\$1,375.00
Flat Fee for Professional Services – March 1, 2027	\$1,375.00
Flat Fee for Professional Services – April 1, 2027	\$1,375.00
Flat Fee for Professional Services – May 1, 2027	\$1,375.00
Flat Fee for Professional Services – June 1, 2027	\$1,375.00
TOTAL FEES DUE FOR FISCAL YEAR 2027 (July 1 through June 30)	\$16,110.00

**Please reference matter and invoice number(s) with payment.*

Tax I.D. 64-0331849

FOCUS | TEAMWORK | INNOVATION | SERVICE | EXPERIENCE | VALUE | RESPONSIVENESS

www.butlersnow.com | LAW ELEVATED

STAFF REPORT

DEPARTMENT: BUILDING AND INSPECTIONS

SUBMITTED BY: VICTOR SAVAGE

MEETING DATE: 8/3/26

AGENDA ITEM

Building permitting software renewal – Comcate Software Inc.

STAFF RECOMMENDATION

Approve the renewal of Comcate building inspection software.

BUDGET AND PROCUREMENT

Budgeted item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: No

Total Project Cost: \$10,518.61

Included In Current Capital Budget: Yes

Appropriations: No

Account Title / Number	Dollar Amount
1007220-521300 Technical – Software	\$10,518.61

ITEM DESCRIPTION

Comcate is built specifically to make building inspectors time in the field faster and less frustrating. It shifts workflow from paper logs and office data entry to a fully mobile, digital system. This should be replaced next year using the City wide Tyler software permitting system.

ALTERNATIVES

Choose not to renew.

ATTACHMENTS

1. Invoice

INVOICE

Comcate Software Inc.
9450 Gemini Dr, Suite 61173
Beaverton, OR 97008

accounting@comcate.com
+1 (415) 804-0099
www.comcate.com



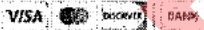
Bill to
Bill Mulkey
City of Warner Robins
City of Warner Robins
Attn: Bill Mulkey
202 N. Davis Dr. PMB-718
Warner Robins, GA 31028

Ship to
Bill Mulkey
City of Warner Robins
31028

Invoice details

Invoice no.: 9451
Terms: Net 30
Invoice date: 05/23/2026
Due date: 07/22/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Other Products	PIM (07/22/2026 - 07/21/2027)	1	\$9,466.75	\$9,466.75
2.	Fee Tracker Ren	Fee Tracking (07/22/2026 - 07/21/2027)	1	\$1,051.86	\$1,051.86
Total					\$10,518.61

Ways to pay

[View and pay](#)

100 7220 521300

VS 7/17/26

[Handwritten signature]

[Handwritten signature]

STAFF REPORT

DEPARTMENT: CITY CLERK'S OFFICE

SUBMITTED BY: MANDY STELLA

MEETING DATE: JULY 21, 2026

AGENDA ITEM

Purchasing Item – Middle Georgia Regional Commission Dues FY27

July 2026 – June 2027 Dues for Middle Georgia Regional Commission

STAFF RECOMMENDATION

Approve the payment of the FY27 Middle Georgia Regional Commission membership dues of \$114,089.30 to be paid/invoiced quarterly.

BUDGET AND PROCUREMENT

Budgeted Item: Yes

Included In Current Operating Budget: Yes

Fiscal Impact: Yes

Total Project Cost:

Included In Current Capital Budget: NA

Appropriations:

Account Title / Number	Dollar Amount
1595.52351 Dues and Memberships	\$114,089.30

External Funding Sources:

Account Title / Number	Dollar Amount
NA	NA

ITEM DESCRIPTION

The Middle Georgia Regional Commission (MGRC) is a multi-county planning and service agency that provides professional expertise, technical assistance, and coordinated regional planning for local governments in the Middle Georgia area. Its services include regional transportation planning, economic and community development, geographic information systems (GIS) mapping, workforce development, aging services, and environmental planning. MGRC also assists member governments with securing and managing state and federal grants, preparing comprehensive plans, and addressing issues that cross city and county boundaries.

Membership in the MGRC ensures the City has access to these resources and benefits from regional coordination on projects and initiatives that impact multiple jurisdictions. The MGRC acts as a central

point for collaboration among Middle Georgia communities, helping to address shared challenges and leverage opportunities that would be more difficult or costly for individual cities to pursue alone.

The annual dues for Fiscal Year 2027 (FY26) fund the MGRC's core operations, allowing it to provide services at reduced or no cost to member governments. These dues are calculated based on an established formula approved by the MGRC's Council and are required for continued membership and access to services.

Without payment of these dues, the City would lose its standing as a member government, forfeit access to MGRC's planning and technical assistance programs, and reduce its ability to participate in coordinated regional efforts. Approving this payment ensures the City continues to benefit from MGRC's expertise, grant support, and regional partnerships that contribute to long-term community and economic development.

ALTERNATIVES

If the FY27 dues are not approved, the City would lose its membership in the Middle Georgia Regional Commission. This would mean losing access to the MGRC's planning expertise, grant assistance, workforce and aging services, and regional coordination efforts. The City would have to secure and pay for these services independently, likely at a much higher cost, and would have less influence in regional decision-making that affects our community's growth and development.

ATTACHMENTS

1. MGRC Letter



Phone: 478-751-6160 Agenda Item #4D_V
Address: 3661 Eisenhower Pkwy, Ste. MB102
Macon, Georgia 31206
Website: middlegeorgiarc.org

Jenna S. Mashburn, Chair

Laura M. Mathis, Executive Director

July 15, 2026

City of Warner Robins
Attn: Mayor LaRhonda Patrick
P.O. Box 8629
Warner Robins, Georgia 31095-8629

Dear Mayor Patrick:

As you know, cities and counties of Middle Georgia pay dues to the Middle Georgia Regional Commission, in accordance with state law. Local dues represent the most flexible and important revenue source to fund Regional Commission programs and operations. They are used as leverage and match for federal and state funds to support programs such as aging services, transportation planning, and economic development in addition to general services in the area of technology services and public administration.

For the Middle Georgia Regional Commission Fiscal Year 2027, the dues rate will be \$1.30 per capita using the 2025 census population estimates. The funds from these annual dues will enable the Commission to have essential resources to maximize opportunities for additional assistance to member local governments.

For the City of Warner Robins, the Regional Commission membership dues will be \$114,089.30, based on the City's estimated population. The Middle Georgia Regional Commission will send out invoices on a quarterly basis to request payment of the dues. The first quarter invoice is enclosed with this letter.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

Laura M. Mathis
Executive Director

STAFF REPORT

DEPARTMENT: BUILDING & INSPECTIONS

SUBMITTED BY: DARIN CURTIS, PLANNING & ZONING MANAGER

MEETING DATE: 04/30/26, MAYOR AND COUNCIL: TBD/26

ANNEXATION PETITION

ANNEXATION - Castaway Self Storage & Car Wash, LLC requests annexation pursuant to the 100% application method for properties totaling 13.53 acres located at 2717 Hwy 127 and 727 Old Perry Road, also known as tax parcels 001050 085000 and 001050 038000. The properties are currently zoned R-AG [Residential Agricultural District] in Houston County and are proposed to be annexed into the City of Warner Robins at the current R-AG [Residential Agricultural District] zoning.

ITEM DESCRIPTION

This request proposes annexation of the subject properties, totaling 13.53 acres, located at 2717 Hwy 127 and 727 Old Perry Road in Kathleen. The application identifies the property owner as Castaway Self Storage & Car Wash, LLC. The request includes tax parcels 001050 085000 and 001050 038000, which were recently re-platted into four parcels of 2.0 acres, 1.06 acres, 3.0 acres, and 7.46 acres, recorded in Plat Book 86, Page 131. The present zoning is R-AG, and the request is for annexation only with the property remaining at the current R-AG zoning upon annexation.

The applicant is requesting annexation so the parcels may be served by City utilities. The application indicates that water and sewer are available to the site through the City of Warner Robins. The property lies within the Suburban Residential Character Area of the Houston County Joint Comprehensive Plan, which is described as follows:

SUBURBAN RESIDENTIAL

The residential land use is by far the most prominent category of land use currently within Houston County, and the vast majority of these residences fall within the typical character of a suburban residential environment. Further, given projections of the continued growth within the county, it is likely that these trends will continue. Residential land use is particularly predominant within the cities of Warner Robins and Centerville, though not insignificant in Perry and the unincorporated areas between the municipalities. Most of these residential areas are bounded by US-129, State Route 127, and the Perry city limits to the east and south respectively. The Echeconnee Creek forms a natural boundary for growth to the north, with the county line serving as a border for most growth to the west.

Most of the suburban residential character is reflected by a pattern of subdivisions, which generally contain only one, or a limited number of access points. Some duplexes and apartment complexes are interspersed within these areas, allowing for the maintenance of a highdensity area; however, the

residential areas of somewhat higher density are still very suburban in their character. These include complexes that normally have one access point, often gated, and which could not be differentiated from a subdivision by simply viewing the street patterns.

Future land use within these residential areas could be enhanced by retrofitting traditional neighborhood street layouts on top of the current subdivision grid. This should allow enhanced walkability and bikeability with the community at large while improving transportation with a greater variety of ingress and egress points. Another future development within the residential land use should be a greater variety of housing types. In general, there is a lack of housing diversity, particularly in terms of higher density and greater affordability. Even within the downtown areas, little multi-story housing is available, presenting a significant opportunity for new housing construction as a part of mixed-use developments. Finally, there is the potential for greater accessibility to neighborhood commercial retail destinations. The vast majority of commercial retail is clustered along major corridors, such as Watson Boulevard, Russell Parkway, and Georgia State Route 96. This requires frequent travel by automobile to reach these commercial corridors. Additional parks and recreational activities could also enhance the quality of life within these suburban areas, giving them a more traditional neighborhood feel.

Suggested Development Patterns:

- Location of a mix of housing densities and types, including single-family, townhomes, multi-family, and mixed-use.
- Street layouts that connect to the existing street network at many points.
- Facilities for bicycles, including bikeways and bike lanes.
- Accessory housing units that provide rental opportunities for small households.
- Distribution of affordably priced homes and housing type diversity throughout the community.
- Retrofitting existing residential areas to improve pedestrian access to nearby commercial areas.
- Commercial development within identified nodes that support suburban residents.
- Higher intensity development near or adjacent to Interstate 75.

Suggested Land Use Designations:

- Residential
- Public/Institutional
- Parks/Recreation

Suggested Implementation Measures:

- Pocket parks and greenspace.
- Analyze fiscal impacts of growth.
- Appropriate school setting for walkability.
- Septic system monitoring.
- Septic area development regulations.
- Bikeway plans.

- Trails and greenway networks.
- Sidewalk and pedestrian network design.
- Subdivision and land development code regulations

STAFF RECOMMENDATION

Based on the fact that this petition requests annexation at the current zoning and that city utilities and services are available to the site, staff recommends approval of the annexation request.

ALTERNATIVES

While the formal staff recommendation remains, the following alternatives are offered for consideration by any member of the voting authorities.

1. Consideration could be made to deny the proposed annexation.

ATTACHMENTS

1. Application, Letter of Intent, Survey/Plat, and Map
2. Written opposition

Castaway Self Storage & Car Wash, LLC
 3528 Hwy 41 North | Suite B
 Byron, GA 31008
 (478) 224-2795

Department of Community Development
 City of Warner Robins
 700 Watson Blvd
 Warner Robins, GA 31093
 (478) 929-1118

February 6, 2026

Re: Letter of Intent, Annexation Request for 2717 Hwy 127 & 727 Old Perry Rd

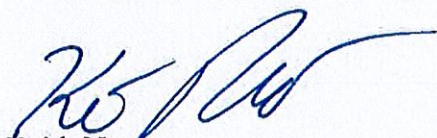
To Whom It May Concern:

This is our formal letter of intent to request annexation for the below referenced properties, a 2 acre parcel, a 1.06 acre parcel, a 3 acre parcel, and a 7.46 acre parcel, for annexation in the City of Warner Robins. These 4 separate parcels were recently re-platted and recorded on 1/13/2026, Book 86, Page 131.

<u>Tract Description</u>	<u>Plat Description</u>	<u>Current Zoning</u>	<u>Current Use</u>	<u>Requesting</u>
2717 Hwy 127 Parcel "B" - 2.0 acres Parcel ID: 001050-085000	Book: 86/ Page: 131 Plat Date: 1/13/2026	RAG	Residence	Annexation
727 Old Perry Rd Parcel "A-1" - 1.06 acres Parcel ID: 001050-038000	Book: 86/ Page: 131 Plat Date: 1/13/2026	RAG	Vacant Land	Annexation
727 Old Perry Rd Parcel "A-2" - 3.0 acres Parcel ID: 001050-038000	Book: 86/ Page: 131 Plat Date: 1/13/2026	RAG	Vacant Land	Annexation
727 Old Perry Rd Parcel "C" - 7.46 acres Parcel ID: 001050-038000	Book: 86/ Page: 131 Plat Date: 1/13/2026	RAG	Residence/ Vacant Lane	Annexation

We are requesting annexation in order for these parcels to be served by city utilities and services for a planned development.

Sincerely,


 Keith Newton

APPLICATION

- Property Owner

Name (at time of filing): Castaway Self Storage & Car Wash, LLC
 Phone: (478) 224-2795 Email: [REDACTED]
 Address: 3528 US Hwy 41 N, Suite B, Byron GA 31008
 Company Name (if applicable): _____

- Property Owner's Authorized Representative/Agent

Name: _____ Phone: (____) _____
 Address: _____
 Company Name (if applicable): _____

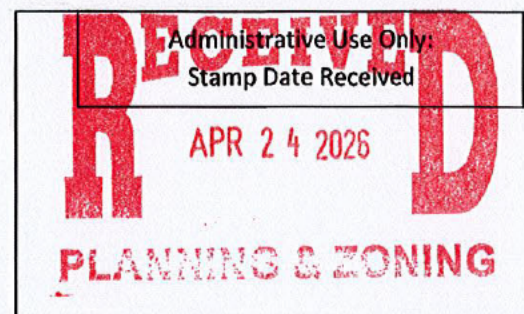
PROPERTY INFORMATION

REQUEST IS MADE TO: (CHOOSE ALL THAT APPLY) ANNEX ☒ REZONE ☐
 ADDRESS/LOCATION: 2717 Hwy 127 and 727 Old Perry Road, Kathleen
 TAX PARCEL ID: 001050-0850000 and 00105-038000
 LAND LOT(S): 246 LAND DISTRICT(S): 10
 COUNTY: Houston TOTAL ACREAGE: 13.53
 SURVEY PREPARED BY: Marty McLeod
 IS SURVEY RECORDED? Yes IF YES - BOOK: 86 PAGE: 131
 PRESENT ZONING: RAG REQUESTED ZONING: annexation only
 IS WATER AVAILABLE TO THIS SITE? Y JURISDICTION: City of Warner Robins
 IS SEWER AVAILABLE TO THIS SITE? Y JURISDICTION: City of Warner Robins

AUTHORIZATION

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

This 24 day of April
 Sign: [Signature]
 (property owner).

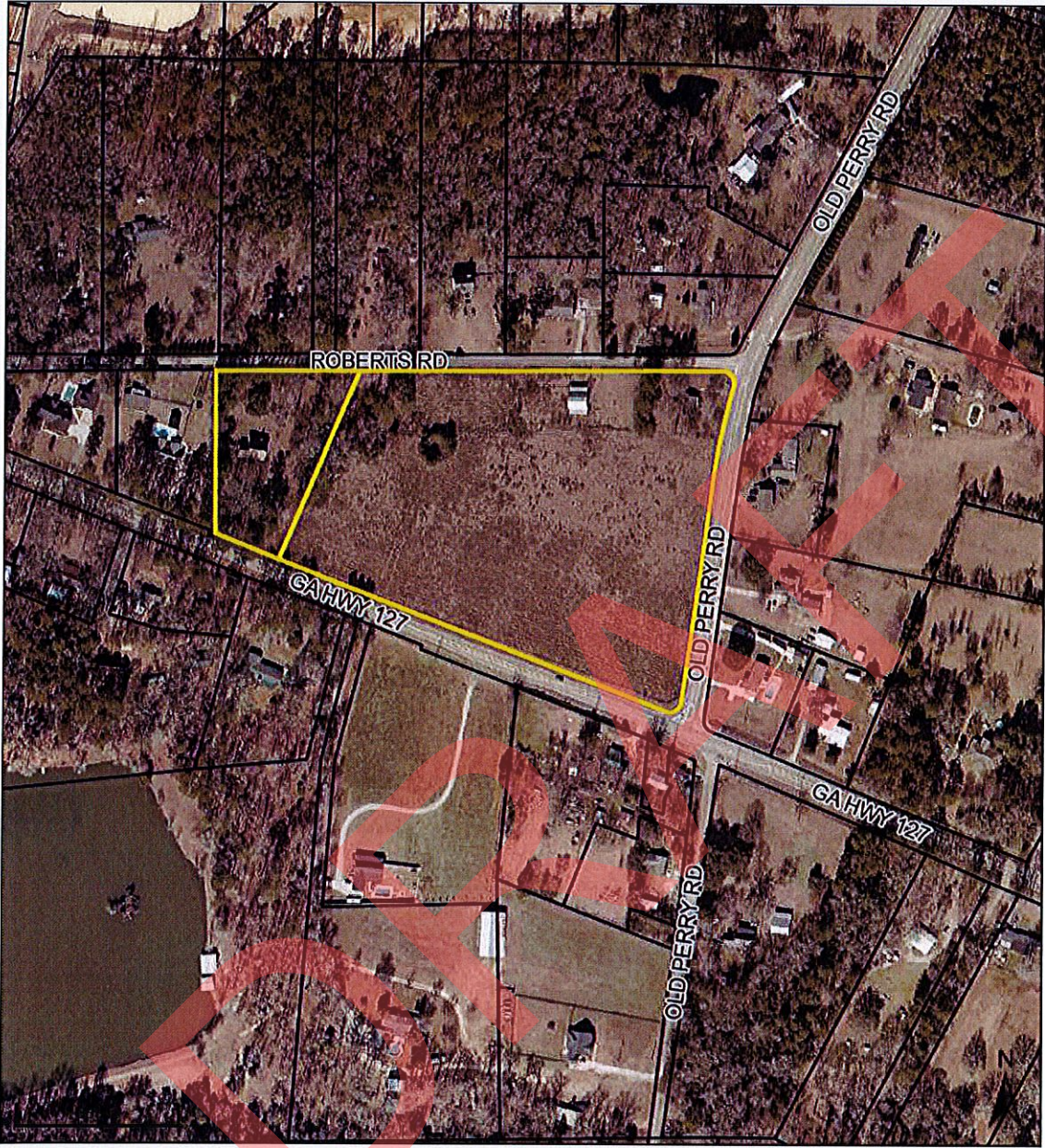


Overview



Legend

-  Parcels
-  Roads



Date created: 4/20/2026
Last Data Uploaded: 4/20/2026 2:11:25 AM

Developed by  **SCHNEIDER**
GEOSPATIAL



Outlook

Opposition Annexation - Intersection of State Hwy 127 and Old Perry Rd, Kathleen, GA

From Heather Talton [REDACTED]

Date Mon 4/27/2026 10:49 AM

To Kate Hogan <khogan@wrga.gov>; Julia B Mize <jbmize@wrga.gov>; Josh Buchanan <jbuchanan@wrga.gov>; Derek Mack <dmack@wrga.gov>; Michael Johnson <mjohnson@wrga.gov>; Charlie Bibb <cbibb@wrga.gov>; rafi.khurram@epa.gov <rafi.khurram@epa.gov>; Randall.walker@perry-ga-gov <Randall.walker@perry-ga-gov>; Reynolds.Viola@epa.gov <Reynolds.Viola@epa.gov>; mark.scott <mark.scott@hcbe.net>; K.Lashley@wrga.gov <K.Lashley@wrga.gov>; Clifford Holmes <cholmes@wrga.gov>; Darin Curtis <dcurtis@wrga.gov>; Keith Lauritsen <klauritsen@wrga.gov>; Larry Curtis <lcurtis@wrga.gov>; Mayor <Mayor@wrga.gov>; Chairman@houstoncountyga.org <Chairman@houstoncountyga.org>; Post1@houstoncountyga.org <Post1@houstoncountyga.org>; post2@houstoncountyga.org <post2@houstoncountyga.org>; Post3@houstoncountyga.org <Post3@houstoncountyga.org>

1 attachment (1 MB)

Scan.pdf;

Subject: Opposition Annexation - Intersection of State Hwy 127 and Old Perry Rd, Kathleen, GA

Dear Honorable Officials,

We, the current community of Kathleen, GA come to you once again in opposition of annexation of the Intersection of State Hwy 127 and Old Perry Road, Kathleen, GA. We addressed this issue with the City of Warner Robins and with the Houston County Commission Board two years ago. It went to the State Arbitration Board Committee, and before the State Arbitration could make a decision on this matter, the same owner who has recently purchased this land through a QUIT CLAIM DEED on 15 January 2026, pulled the case from being arbitrated two years ago. Now this same owner has purchased the land, instead of using his personal name, Keith Newton, as he was previously doing, he purchased the property under his commercial LLC, (Castaway Self Storage and Car Wash).

I have attached a copy of our letter for your review. This letter is being sent to the Mayor of Warner Robins, Mayor of Perry, City Attorney, County Attorney, Georgia Department of Community Affairs, Houston County Chairman and Houston County Commission Board Members, Warner Robins City Council Members, Warner Robins Planning and Zoning, and the Houston County Director of Administration.

We have over 2400 people that have signed a petition against this land from being annexed into the City of Warner Robins. We respectfully request a thorough review of this Request to Annex including the rationale for the County Commission unanimous non-concurrence and our procedural concerns prior to City/Council hearings/votes.

Sincerely,

Terry & Joyce Mock, Jason & Heather Talton, Jason & Jennifer Heisterkamp, Seabie & Sandy Talton, Kathy Talton, Ryan & Amber Talton, Ac & Ashton Talton, Bubba Bernard, Denise & Billy Townsend, Robert Sawtelle, Don Kennedy, Faye McDonald, Donnie & Laura Brock, Robert Brock, Teri DelGiorno, Alex DelGiorno Irvin, George Faircloth, Andrew & Amie Willard, The Peek Family, Larysa Moore, Abbey Heisterkamp, Cora Heisterkamp, Darien Heisterkamp, Ronnie Beard, BJ & Amber Brown, Buddy Brown, plus over 2400 more individuals who signed the petition.

DRAFT

20 April 2026

Subject: City of Warner Robins Annexation, Intersection of State Hwy 127 and Old Perry Road

Dear Honorable Officials,

Annexation/Rezoning for subject property was initially requested by Mr Keith Newton on 8 Nov 23. His request was unanimously denied by the Houston County Commissioners on 9 Jul 24. We are concerned the current Request for Annexation as R-AG could be an attempt to circumvent the County Commissioners decision, the State of Georgia Arbitration process and to thwart community opposition (petition signed by over 2400 individuals). The following facts are submitted for your consideration.

- Original request was submitted by Mr Newton and Ms Catherine Jones (previous owner) to Annex and Rezone (C-2) subject property.
- Mr Newton via his commercial LLC (Castaway Self Storage and Car Wash) purchased the property as a Quit Claim transaction on 15 Jan 26.
- Current Annexation request, if approved, would allow the City of Warner Robins to make future commercial rezoning decisions without County Commission vote.
 - Mr Darin Curtis (Chief, WR Planning & Zoning) acknowledged during the 12 Dec 23 P&Z Commission meeting commercial zoning would constitute Spot Zoning. However, the Warner Robins Planning Commission did not deny the request. Note: Purchased property is entirely surrounded by County R-AG properties/homesites, rezoning would result in a City of Warner Robins commercial island.

We the undersigned as community representatives, respectfully request a thorough review of this Request to Annex including the rationale for the County Commission unanimous non-concurrence and our procedural concerns prior to City/County hearings/votes.

Sincerely,

Terry & Joyce Mock, Jason & Heather Talton, Jason & Jennifer Heisterkamp, Kathy Talton, Seable & Sandy Talton, Ryan & Amber Talton, Andrew & Amie Willard, George Faircloth, Billy & Denise Townsend, Rob Sawtelle, Teri DelGiorno

Addressees:

Georgia Department of Community Affairs
Hon LaRhonda Patrick, Mayor City of Warner Robins
Mr Dan Perdue, Chairman Houston County Commission
Ms Julia Mize, Esq, City of Warner Robins Attorney
Mr Tom Hall, Esq, Houston County Attorney
Mr Derek Mack, Warner Robins City Councilman
Mr Charles Bibb, Warner Robins City Councilman
Mr Keith Lauritsen, Warner Robins City Councilman
Mr Keith Lashley, Warner Robins City Councilman

Mr Clifford Holmes, Warner Robins City Councilman
Mr Larry Curtis, Warner Robins City Councilman
Mr Shane Gottwals, Houston County Commissioner
Ms Gail Robinson, Houston County Commissioner
Mr Tal Talton, Houston County Commissioner
Mr Mark Byrd, Houston County Commissioner
Mr Robbie Dunbar, Houston County Dir of Administration
Ms Sharon Broughton, WR Planning Commission
Mr Jeffrey Rowan, WR Planning Commission
Mr Todd Rissmiller, WR Planning Commission
Mr McCartney Jones, WR Planning Commission
Ms Ashley Hartman, WR Planning Commission
Mr Darin Curtis, Chief WR Planning & Zoning

DRAFT



Outlook

727 Old Perry Rd, Kathleen, GA

From Jean Plunkett

Date Thu 4/23/2026 11:33 PM

To Darin Curtis <dcurtis@wrga.gov>

I strongly object to this property being annexed into the city of Warner Robins. I feel that once it is within the city, it will be rezoned to commercial use, as it was proposed in 2024. I do not think that the city really needs this property. It is only connected with current city limits by a 50-ft access road into the Woodlands subdivision. I am not able to attend the annexation meeting that is to be held on April 30, 2026. I hope this letter will serve to represent me in this matter.

Sincerely,

Jean Plunkett

101 Roberts Rd, Kathleen, GA 31047

NO. ____ - 26
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

IT IS HEREBY ORDAINED by the GOVERNING AUTHORITY OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING TRACTS OR PARCELS OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from **CASTAWAY SELF STORAGE & CAR WASH, LLC** to annex the properties which are more particularly described as follows, to-wit:

All those tracts or parcels of land situate, lying and being in Land Lots 246 of the 10th Land District, Houston County, Georgia, labeled as “Survey for Castaway Self Storage & Car Wash, LLC,” together consisting of 13.53 acres as shown on a plat of survey drawn by McLeod Surveying, registered land surveyor, dated January 3, 2026, said plat and the recorded copy thereof are of record in Plat Book 86, Page 131, Houston County Superior Court, Houston County, Georgia, a copy of which is incorporated herein for reference.

The properties are located at 2717 Hwy 127 and 727 Old Perry Road.

WHEREAS, the said land of **CASTAWAY SELF STORAGE & CAR WASH, LLC** may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioners being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from **CASTAWAY SELF STORAGE & CAR WASH, LLC**, on April 24, 2026 is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on July 20, 2026, adopted on _____, 2026 and shall become effective _____ 1, 2026.

This 20th day of July, 2026.

CITY OF WARNER ROBINS, GEORGIA

BY: LaRHONDA W. PATRICK, MAYOR

ATTEST:

MANDY STELLA, CITY CLERK

DRAFT

STAFF REPORT

DEPARTMENT: BUILDING & INSPECTIONS

SUBMITTED BY: DARIN CURTIS, PLANNING & ZONING MANAGER

MEETING DATE: 7/14/26 MAYOR & COUNCIL: TBD

AGENDA ITEM

ANNEXATION & REZONING – 100 & 104 S Amanda Place Parcel numbers 00074E 099000 and 00074E 172000. The request has been made by Carter Sisters Properties, LLC, to annex & rezone the properties, together totaling approximately 4.53 acres from the current zoning of R-1 [Single-Family Residential] [Houston County] to the zoning of C-2 [General Commercial District] [City].

ITEM DESCRIPTION

These properties abut commercial (C-2) zoning along Houston Lake Road, with the Carter Woods Subdivision (R-1; Houston County) located directly to the east.

The property is located within what the Houston County Joint Comprehensive Plan refers to as an In-Town Corridor Character Area. In Town Corridors are described as follows:

IN-TOWN CORRIDOR

While gateway corridors within Houston County still possess ample greenspace around them, the in-town corridors are now large swaths of strip development. The most prominent example of this is along Watson Boulevard through Warner Robins; however, parts of Georgia State Route 96, Russell Parkway, Houston Lake Road, U.S. Route 341, and Courtney Hodges Boulevard also follow this pattern. One of the most common results from this strip development is major traffic congestion. In addition, strip development also lacks much of the character seen in downtown areas. Rather, these in-town commercial strips could be transplanted to almost any town in America without a noticeable difference. Future plans for the county recognize the difficulty in the widespread conversion of land use along such corridors, so the in-town corridor character area may be around to stay in many locations throughout Houston County. However, improvements to aid walkability and bikeability throughout these corridors can be used to alleviate some traffic concerns. Further, as new development continues along these corridors, local governments may opt to consider design guidelines that can reinforce the human scale of development within commercial areas. Finally, while many pressures of development keep driving new strip growth further away from the town centers, it may also be beneficial for the local governments to incentivize the redevelopment of older strip areas instead of continued expansion.

Suggested Development Patterns:

- Residential, commercial, and institutional uses grouped in mixed-use centers.
- Buildings that are architecturally integrated with the site and with their surroundings.

- Use of village centers in new residential developments to accommodate commercial and service needs of residents.
- Accommodation of big-box retail in a way to complement surrounding uses.
- Incorporate sidewalks and streetscape amenities in commercial centers.
- Redevelopment or renovation of older strip commercial centers instead of new construction further down the strip.
- Landscaped buffers between roadways and pedestrian walkways.
- Clustering high-density development at nodes along major corridors, separated by open space of attractive residential developments.
- Shared parking arrangements that reduce overall parking needs.
- Parking lots that incorporate on-site stormwater mitigation or retention features.
- Use of landscaped tree islands and medians to break up large expanses of paved parking.
- Higher intensity development near or adjacent to Interstate 75.

HOUSTON COUNTY JOINT COMPREHENSIVE PLAN 35

Suggested Land Use Designations:

- Commercial
- Residential
- Mixed use
- Public/Institutional

HOUSTON COUNTY JOINT COMPREHENSIVE PLAN 36

Suggested Implementation Measures:

- Controlling big-box development.
- Strategies for reuse or redevelopment of greyfields.
- Targeted corridor redevelopment.
- Maximum impervious surface coverage.
- Corridor studies.
- Walkability audit.
- Access control measures.
- Promotion of walkability.
- Urban arterial corridor overlay.

- Retrofitting parking lots with landscape islands and streetside landscaping.

DEVELOPMENT/ZONING HISTORY

The property's consists of two parcels currently zoned R-1. The applicant requests approval of annexation into the city and rezoning to C-2. No specific use has been identified. This site has been petitioned for annexation & rezoning previously (2023), but was ultimately withdrawn prior to a decision by City Council. Houston County's ordinance restricting commercial access onto residential streets will affect this site's access layout. Additionally, Houston County recently installed a traffic signal at Smithville Church Road and Houston Lake Road and, as part of the sponsorship of the signal, requested that the city assist in mitigating access onto Houston Lake Road, as the signal is the safer and more desirable method for commercial ingress/eagress.

STAFF RECOMMENDATION

Based on the nature of the request with the surrounding commercial zoning, a general commercial land use designation is the most prevalent zoning found in this area. However, given that (among those adjoining sites) most established businesses are those otherwise permitted in a C-1 district (bank, professional offices, etc.) staff would encourage that the specific intended use(s) be disclosed in order to best plan for the impact to the area as part of a decision to rezone to C-2. Additionally, staff recommends that a motion to approve this petition be accompanied by a stipulation that:

- Commercial access be limited to interparcel connectivity from the adjoining commercial property, via the traffic signal.
- Additional buffer measures, beyond the minimum required by code, be implemented along property lines abutting residential
- A lighting/photometric plan accompany any site plan for development

ALTERNATIVES

While the official recommendation stands, the following alternatives may be considered:

- Consideration could be made to deny the proposed changes to the zoning.
- Consideration could be made to impose additional restrictions on the property including landscaping and design elements of the property.

ATTACHMENTS

- Case file

APPLICATION

- Property Owner

Name (at time of filing): CARTER SISTERS PROPERTIES LLC

Phone: (478) 952-0131

Email: [REDACTED]Address: 102 Eagle Springs Drive, Centerville, GA 31028Company Name (if applicable): CARTER SISTERS PROPERTIES LLC

- Property Owner's Authorized Representative/Agent

Name: JOHN PHILIP FOX Phone: (478) 254-4957Address: 544 MULBERRY STREET, SUITE 1000, MACON, GA 31202Company Name (if applicable): ADAMS, HEMINGWAY, WILSON & RUTLEDGE LLC**PROPERTY INFORMATION**REQUEST IS MADE TO: (CHOOSE ALL THAT APPLY) ANNEX ☒ REZONE ☒ADDRESS/LOCATION: Parcel 1: 100 S Amanda Pl, Warner Robins | Parcel 2: 104 S Amanda Pl, Warner RobinsTAX PARCEL ID: Parcel 1: 00074E099000 | Parcel 2: 00074E172000LAND LOT(S): LL 120LAND DISTRICT(S) LD 5COUNTY: HOUSTONTOTAL ACREAGE: Parcel 1: 3.94 | Parcel 2: 0.59SURVEY PREPARED BY: Rhodes Sewell and Milton V. BeckhamIS SURVEY RECORDED? YesIF YES - BOOK: Parcel 1: 5 Parcel 1: 96
Parcel 2: 9 Parcel 2: 112PRESENT ZONING: Both Parcels - R1 REQUESTED ZONING: Both Parcels - C2IS WATER AVAILABLE TO THIS SITE? YES JURISDICTION: CITY OF WARNER ROBINSIS SEWER AVAILABLE TO THIS SITE? YES JURISDICTION: CITY OF WARNER ROBINS**AUTHORIZATION**

This form is to be executed under oath. I, Carter Sisters Properties LLC do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this application for a Public Hearing is true and correct and contains no misleading information.

This Signed Day ofSign: [Signature]3FF00000F10040E
Freda C. Wallentine, Member
(property owner)

Administrative Use Only:

Stamp Date Received

RECEIVED
MAY 29 2026
PLANNING & ZONING

Houston County, GA

Summary

Parcel Number	00074E 099000
Account/Realkey	32836
Location Address	100 S AMANDA PL
Legal Description	CARTER PROPERTY PB 5/96 120/5TH (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	R1
Tax District	County (District 1)
Millage Rate	21.846
Acres	3.94
Homestead Exemption	No (50)
Landlot/District	120 / 5

[View Map](#)

Owner

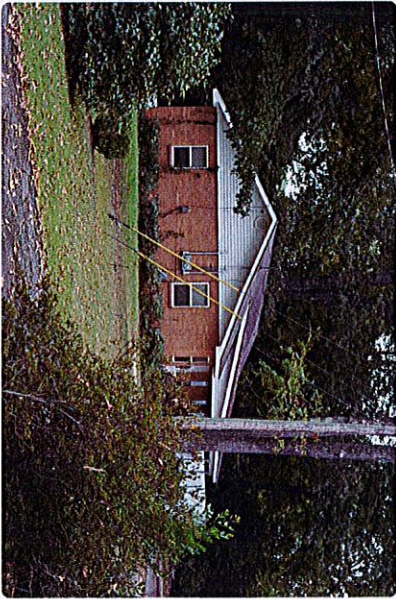
CARTER SISTERS PROPERTIES LLC
100 S AMANDA PL
WARNER ROBINS, GA 31088

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	WAT/HO LK/RU 125,000	Acres	171,626	0	0	3.94	1

Residential Improvement Information

Style	Two Family
Heated Square Feet	1410
Interior Walls	Sheetrock
Exterior Walls	Masonry (brick)
Foundation	Masonry
Attic Square Feet	0
Basement Square Feet	0
Year Built	1958
Roof Type	Asphalt Shingles
Flooring Type	Carpet/Tile
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	2
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	0
Value	\$100,400
Condition	Good
Style	One Family
Heated Square Feet	2048
Interior Walls	Sheetrock
Exterior Walls	Masonry (brick)



Agenda Item #6

Foundation	Masonry
Attic Square Feet	0
Basement Square Feet	0
Year Built	1958
Roof Type	Asphalt Shingles
Flooring Type	Carpet/Tile
Heating Type	Central Heat/AC
Number Of Rooms	0
Number Of Bedrooms	3
Number Of Full Bathrooms	2
Number Of Half Bathrooms	0
Number Of Plumbing Extras	3
Value	\$157,200
Condition	Good
House Address	100 S AMANDA PL

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Garage	1986	24x29 / 0	0	\$14,600
Home Site	1958	2x0 / 2	0	\$16,000

Sales

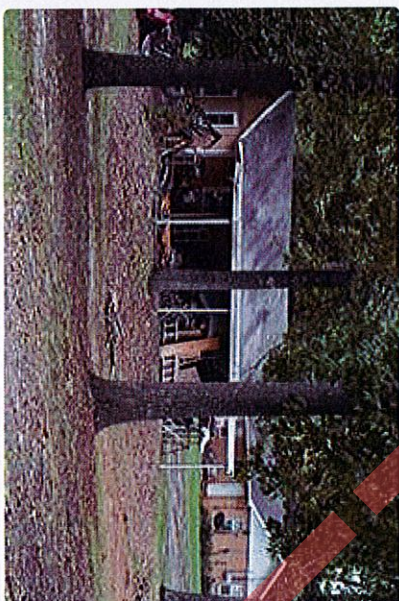
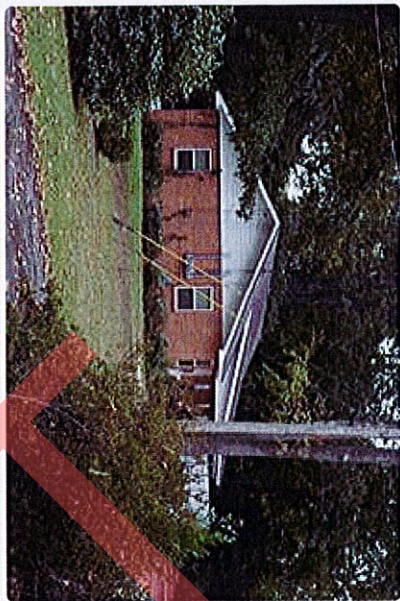
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/11/2023	10285 105	5 96	\$0	Quit claim deed or divorce settlement	WALLENTINE FRED A & WILLIS CAROL	CARTER SISTERS PROPERTIES LLC
4/24/2020	8582 307	5 96	\$0	Settling an estate or to satisfy debt or wishes	CARTER LOIS C ESTATE	WALLENTINE FRED A & WILLIS CAROL
7/19/2019	8256 76		\$0	Affidavits of prescriptive title or possession	AFFIDAVIT	CARTER LOIS C
2/24/1997	1265 310	5 96	\$0	Settling an estate or to satisfy debt or wishes	CARTER F WARREN ESTATE	CARTER LOIS C
5/28/1985	685 431	5 96	\$0	Right of way	CARTER F WARREN	CARTER F WARREN
7/7/1958	124 363	5 96	\$0	Related or corporate affiliate	CARTER MRS FRED W/AKA CARTER MRS ALMA L	CARTER F WARREN

Valuation

	2024	2025	2024	2023	2022
Previous Value	\$534,400	\$487,000	\$439,200	\$424,600	\$404,800
Land Value	\$246,200	\$246,200	\$246,200	\$246,200	\$246,200
+ Improvement Value	\$257,600	\$257,600	\$210,200	\$170,600	\$156,000
+ Accessory Value	\$30,600	\$30,600	\$30,600	\$22,400	\$22,400
= Current Value	\$534,400	\$534,400	\$487,000	\$439,200	\$424,600

Photos

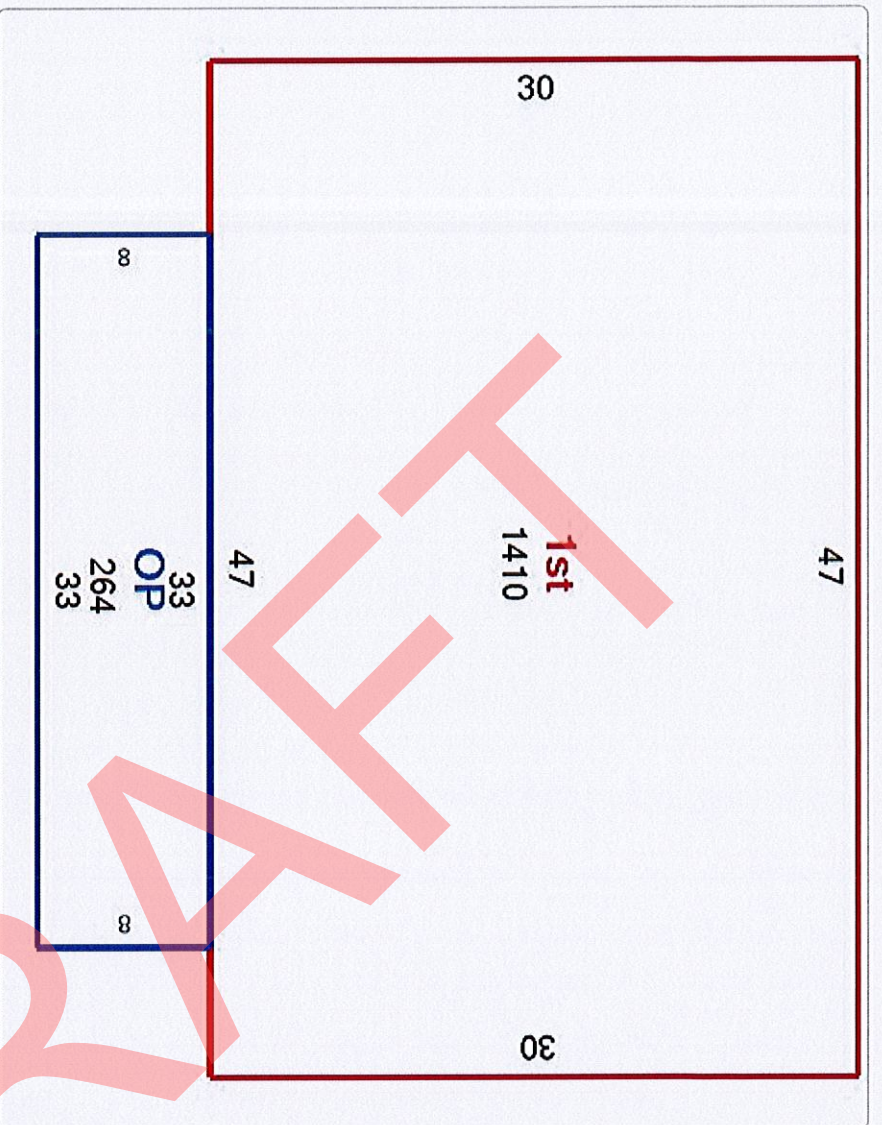
Agenda Item #6

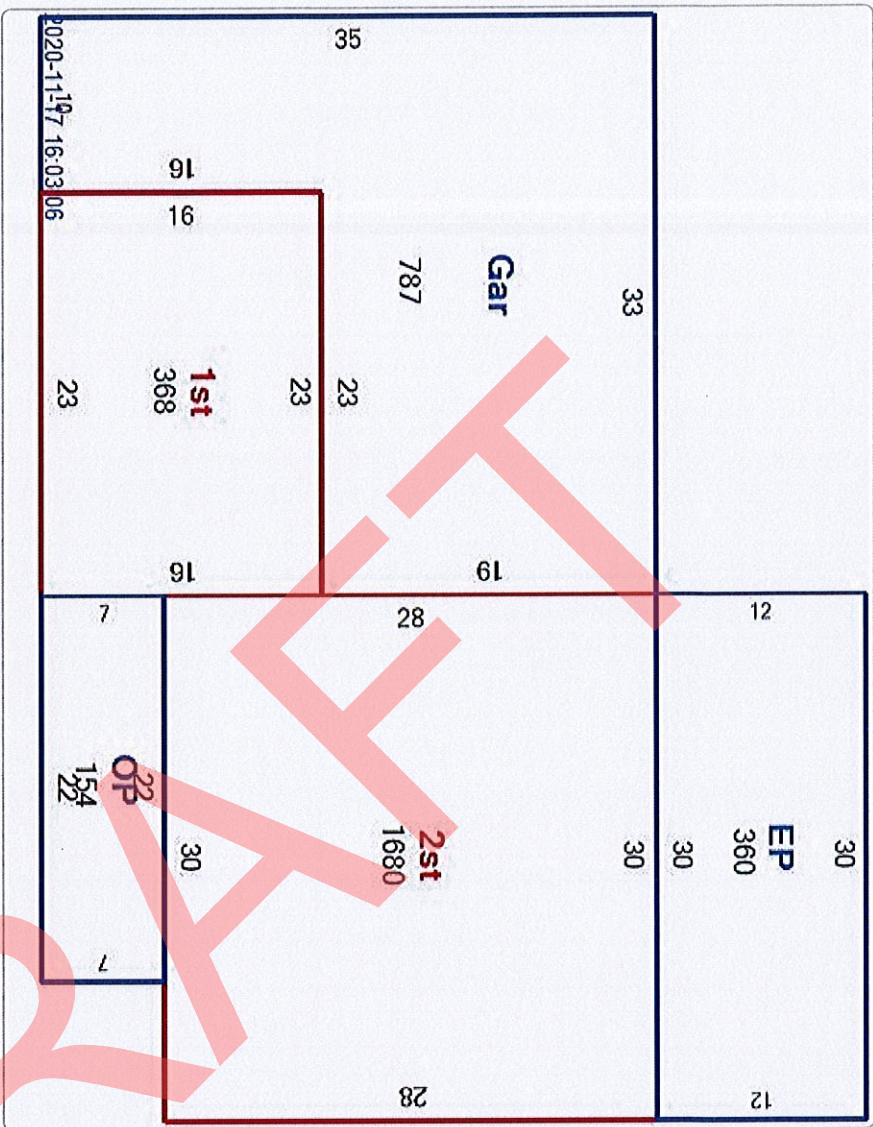


Sketches

DRAFT

Agenda Item #6





USE THE FOLLOWING ESTIMATES AT YOUR OWN DISCRETION.

The amounts below do not represent, nor are they intended to represent, the actual property tax for this parcel.

These amounts represent unofficial property tax estimates based on the current year's property value, applicable exemptions and the 2025 millage/tax rates for your tax district.

Please note: the millage/tax rates used in these estimates are not official, and they have not been approved by the respective levying authorities for taxation for the current year.

Tax Type	Description	Asmt Pct	Cov Exempt	HS Exempt	Millage	Est Tax
1	STATE	0.4				\$0.00
2	COUNTY	0.4			7.384	\$1,578.40
3	CO/MDT	0.4			1.066	\$227.87
4	SCHOOL	0.4			4.711	\$1,007.02
5	SCH/MDT	0.4			7.008	\$1,498.03
9	FIRE TAX	0.4			1.677	\$358.48

Total Est Tax \$4,669.80

No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits,

Agenda Item #6

The Houston County Assessor Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.
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[Last Data Upload: 6/22/2026, 10:36:58 AM](#)

Contact Us



DRAFT

Houston County, GA

Agenda Item #6

Summary

Parcel Number	00074E 172000
Account/Realkey	32895
Location Address	104 S AMANDA PL
Legal Description	0.59 ACRE PB 9/112 120/5TH (Note: Not to be used on legal documents)
Class	R3-Residential (Note: This is for tax purposes only. Not to be used for zoning.)
Zoning	R1
Tax District	County (District 1)
Millage Rate	21.846
Acres	0.59
Homestead Exemption	No (S0)
Landlot/District	120 / 5

[View Map](#)

Owner

CARTER SISTERS PROPERTIES LLC
 C/O FREDIA WALLENTINE
 22 OLD RANCH RD
 OVID, ID 83254

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	CARTER WOODS	Lot	15,500	62	250	0.59	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/11/2023	10285 105	9 112	\$0	Quit claim deed or divorce settlement	WALLENTINE FREDIA & WILLIS CAROL	CARTER SISTERS PROPERTIES LLC
4/24/2020	8582 307	9 112	\$0	Settling an estate or to satisfy debt or wishes	CARTER LOIS C ESTATE	WALLENTINE FREDIA & WILLIS CAROL
10/21/1996	1242 708	9 112	\$0	Related or corporate affiliate	CARTER ALMAL	CARTER LOIS C

Valuation

	2026	2025	2024	2023	2022
Previous Value	\$6,200	\$5,000	\$5,000	\$5,000	\$5,000
Land Value	\$7,500	\$6,200	\$5,000	\$5,000	\$5,000
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$7,500	\$6,200	\$5,000	\$5,000	\$5,000

Estimated Tax Detail

USE THE FOLLOWING ESTIMATES AT YOUR OWN DISCRETION.

The amounts below do not represent, nor are they intended to represent, the actual property tax for this parcel.

These amounts represent unofficial property tax estimates based on the current year's property value, applicable exemptions and the 2025 millage/tax rates for your tax district.

Please note: the millage/tax rates used in these estimates are not official, and they have not been approved by the respective levying authorities for taxation for the current year.

Tax Type	Description	Asmt Pct	Cov Exempt	HS Exempt	Millage	Est Tax
1	STATE	0.4				\$0.00
2	COUNTY	0.4			7.384	\$22.15
3	CO/MDT	0.4			1.066	\$3.20
4	SCHOOL	0.4			4.711	\$14.13
5	SCH/MDT	0.4			7.008	\$21.02
9	FIRE TAX	0.4			1.677	\$5.03

Total Est Tax \$65.53

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Houston County Assessor Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

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[Last Data Upload: 6/22/2026, 10:36:58 AM](#)



Ga. Assn. Reg. Land Surveyors

opinion, this plat is a correct
imitation of the land platted and
then prepared in conformity with
minum standards and requirements.

ID: 006992100001 Type: PLA
 f: 07/24/1964 at 10:30:56 AM
 Amt: Page 1 of 1
 ton, Ga. Clerk Superior Court
 lyn V. Sullivan Clerk

PG 112



CERTIFICATE OF FINAL APPROVAL

This plot has been submitted to and considered by the Planning Commission of Houston County, Georgia, and is approved for recording in the office of the Clerk of the Superior Court by said Commission, dated this 24th day of July, 1946.

THE HOUSTON COUNTY PLANNING COMMISSION

10

CARTER WOODS
SUBSIDIZED AS PROPERTY
MRS. ALMA L. CARTER
5TH DISTRICT HOUSTON
COUNTY GEORGIA

SCALE - 1" = 200' 5/18/60

5/18/60

IN BLOCK 'D' & LOT 13
IN BLOCK 'D'

REVISED 3/3/64 TO
- ADD LOTS 13, 14, 15 IN
BLOCK 'A' + LOT 15
BLOCK 'D'.

REMOVED 7-20-64 TO
ADD TO 75 ACC 6120
BLACK 'S'

LOTS 516 BLOCK 'A'
CONVERTED TO A.B.
COOPER
LOTS 11112 BLOCK 'A'
CONVERTED TO R.A.
WHITE

REVISED 11/10/61
TO SHOW LOT 3-
IN BLOCK 'C'.
REVISED 12/5/64
TO CHANGE LOT 3-
TO BLOCK 'C' AND
SHOW WARREN
CRATER PROPERTY.

KEYS - 2/13/12
TO SHOW LOT 21 -
Block 'B'

Revised 7/15/64
to add lot 6.9 to
lot 6-Bloc 13 -
for Anna Tracy

Revised 1/25/63 to show
LORIS 9/19/57 to March 5

REVISED	3/5/73
3,000 LOTS 3 1/2, 14, 17, 18	
BLACK P. AND LOT 5	
BLACK P. - CHALKS WITH	
LOT 2 1/2 IN BLACK P.	
REVISED	3/5/73
3,000 LOTS 3 1/2, 14, 17, 18	
BLACK P. AND LOT 5	
BLACK P. - CHALKS WITH	
LOT 2 1/2 IN BLACK P.	

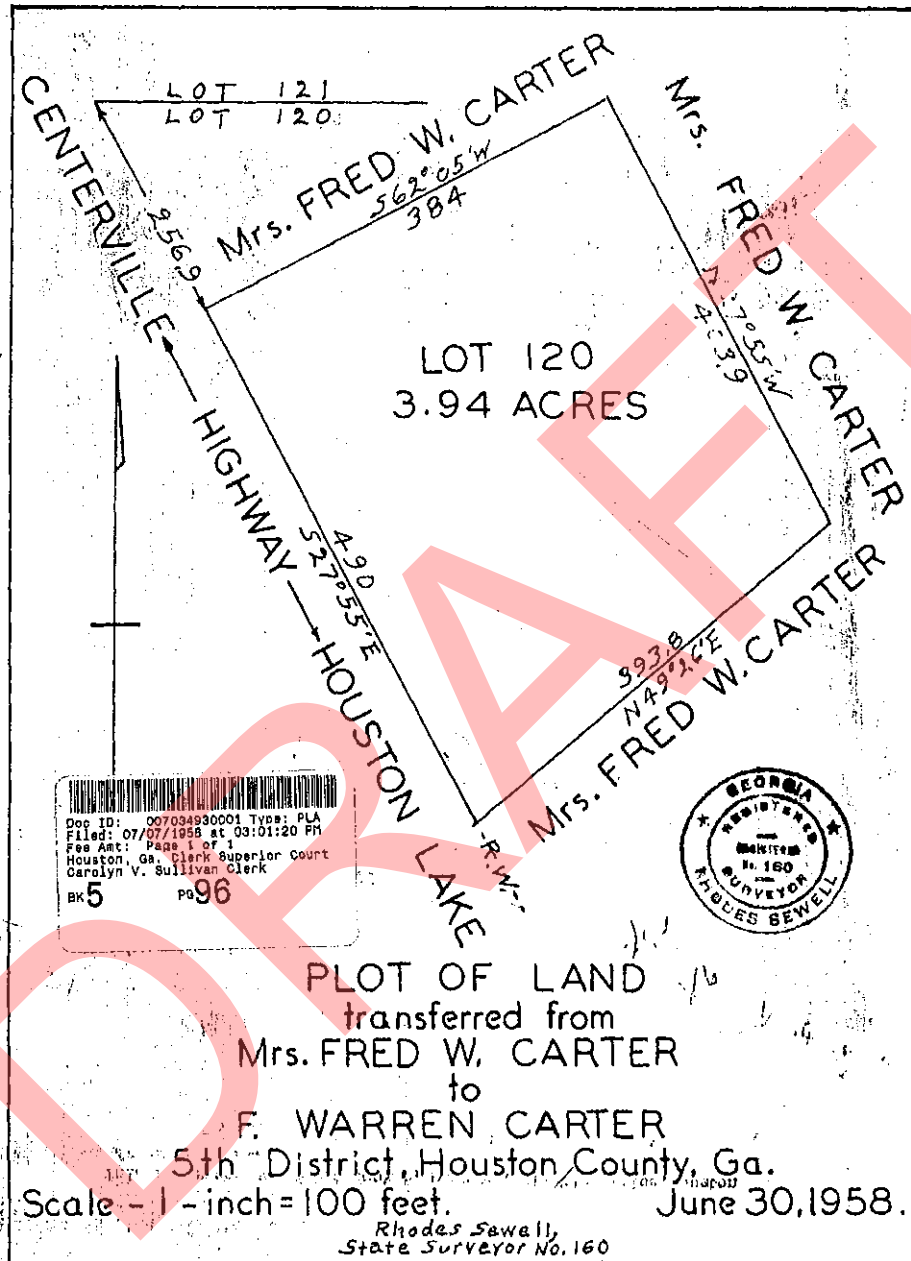
lot 16 - block 18
 1871 6/2/33
 200 1st 1st 1st
 in block 18

REVISED 9/25/65
TO ADD LOT 14
BLACK D.

RECEIVED 3/11/64
TO DOB LOTS 131134
IN BLOCK 'B' & LOT 13
IN BLOCK 'D'

ADD LOTS 13, 14, 15 IN
BLOCK 'A' LOT 15
BLOCK 'D'.
REMOVED 7-20-64 TO
ADD LOTS 13C & 12D
BLOCK 'B'.

Recorded July 7, 1958



**ADAMS•HEMINGWAY**

ADAMS•HEMINGWAY•WILSON•RUTLEDGE•LLC

EST. 1956

JOHN PHILIP FOX

EMAIL: john.fox@adamshemingway.com

DIRECT LINE: 478-254-4957

May 28, 2026

City of Warner Robins
700 Watson Boulevard
Warner Robins, GA 31093

Re: 100 S Amanda Place, Warner Robins
104 S. Amanda Place, Warner Robins
Application for Rezoning
Letter of Intent

Dear Madame or Sir,

This Statement of Intent is submitted in connection with the Application to Rezone 100 S. Amanda Place, Warner Robins (“**Parcel 1**”) and 104 S. Amanda Place, Warner Robins (“**Parcel 2**”) (collectively, the “**Properties**”).

Description of Properties, Existing Uses and Structures

Parcel 1 is a 3.94 acre tract that is currently zoned R-1. Located upon the lot is a residence that was built in 1958 as well as a separate garage that was built in 1986. The residence is currently leased to tenants. Parcel 1 is entirely bounded to the west by S. Houston Lake Road, to the north by South Amanda Place¹, to the east by Parcel 2 (which is currently zoned R-1), and to the south by 410 S. Houston Lake Road (which is zoned C-2).

Parcel 2 is a .59 acre tract of unimproved vacant land that is currently zoned R-1 and to the knowledge of the Owner and the Applicant it has never been improved or used. Parcel 2 is entirely

¹ One lot directly across South Amanda Place from Parcel 1, 300 S. Houston Lake Road, is zoned C-1 and improved with a professional office building. The other lot directly across South Amanda Place from Parcel 1, 106 N. Amanda Place, is a single-family residence and zoned R-1; this residence faces N. Amanda Place, with the result being that Parcel 1 faces the back of this lot.

Letter of Intent
May 27, 2026
Page Two of Two

bounded to the west by Parcel 1, to the north by South Amanda Place², to the east by 106 S. Amanda Place (which is a single family residence and zoned R-1), and to the south by 410 S. Houston Lake Road and in part 450 S. Houston Lake Road (both of which are zoned C-2). Parcel 2 (104 S. Amanda Place) is an undeveloped, wedge-shaped buffer lot of approximately 0.59 acres containing a few scattered trees and no structures.

The Requested Zoning and Proposed Use

The Properties are currently under contract to be purchased by PSH Houston Lake LLC ("PSH"), the owner of adjacent properties located at 410 and 450 S. Houston Lake Road. Carter Sisters Properties, LLC, the current owner of the Properties, and PSH request rezoning from R-1 to C-2 so that the Properties may be developed consistently with PSH's existing commercial development at those locations. Internal road improvements constructed by PSH, combined with traffic flow improvements to S. Houston Lake Road made by the City, will allow the Properties to be developed as an appropriate commercial out-parcel while minimizing traffic impact on the residents of S. Amanda Place. The anticipated use would be a restaurant, shopping plaza, or hotel, each of which is a permitted use within a C-2 district. The requested C-2 designation is further supported by the City's recognition of S. Houston Lake Road as a developing commercial corridor, as evidenced by the existing C-2 zoning of the adjacent properties. In addition, the inclusion of Parcel 2 warrants brief explanation: Parcel 2 is a small, wedge-shaped buffer lot of approximately 0.59 acres that is functionally undevelopable on a standalone basis. Its inclusion in this application is necessary to assemble a contiguous, developable tract and to ensure that the rezoned Properties are contiguous with the adjacent C-2 zoning district.

Suitability for Development Under Existing and Proposed Zoning

Both parcels are currently zoned R-1. Under the existing zoning, further residential development of the Properties is unlikely and significantly limited. Parcel 2 contains only approximately 0.59 acres and is configured as a wedge-shaped buffer lot, rendering it functionally too small and irregularly shaped to support meaningful residential development. Parcel 1, while larger at approximately 3.94 acres, contains an aging residence and accessory structure that are outdated and in need of repair, making rehabilitation economically impractical. The owner has marketed both parcels for sale for several years without success, further evidencing the limited viability of the Properties under current R-1 zoning.

By contrast, rezoning the Properties to C-2 would allow for their productive development consistent with the future land use goals of the City of Warner Robins, which contemplate commercial growth along the S. Houston Lake Road corridor. The proposed C-2 designation is also consistent with the existing C-2 zoning and current commercial development of the adjacent

² The lots directly across South Amanda Place from Parcel 2, 106 N. Amanda Place and 110 N. Amanda Place, are single family residences and are zoned R-1. Both residences face N. Amanda Place, with the result being that Parcel 2 faces the back of these lots.

Letter of Intent
May 27, 2026
Page Two of Two

properties at 410 and 450 S. Houston Lake Road, making the Properties a natural extension of that corridor.

Please do not hesitate to contact me if there are any questions or further information is required.

With kindest regards, I am

Very truly yours,



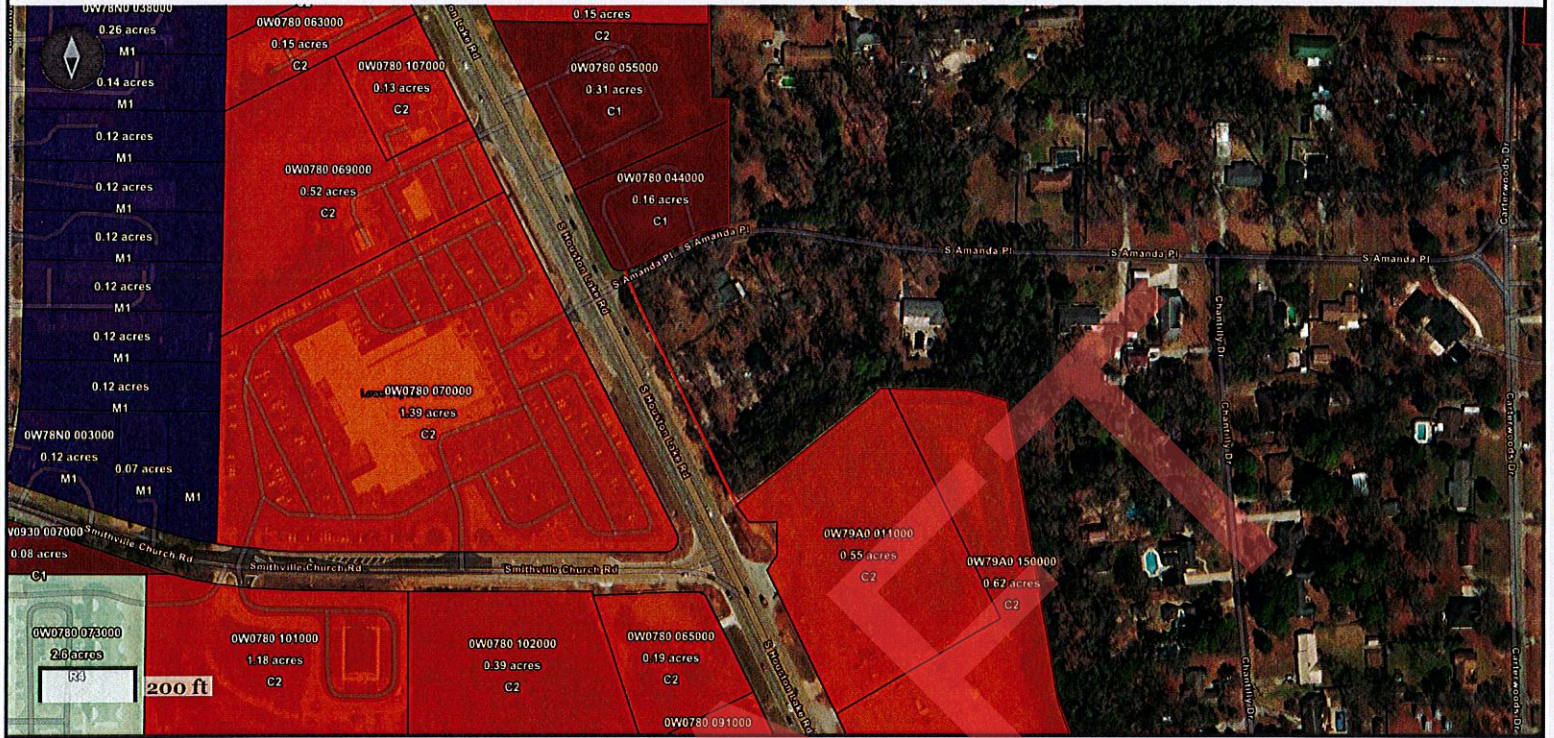
John Philip Fox
Of Counsel

JPF/

cc: Danny Patel, CEO, PeachState Hospitality



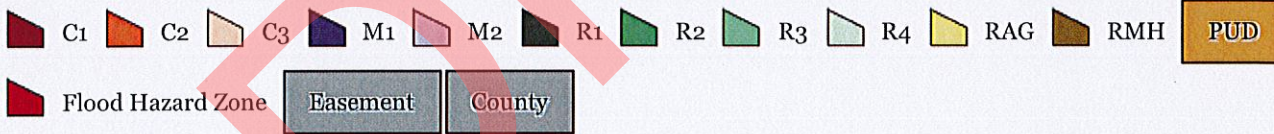
City of Warner Robins Zoning Map.



Esri Community Maps Contributors | Microsoft | Vantor | © OpenStreetMap, Microsoft | Esri | TomTom | Garmin | SafeGraph | GeoTechnologies, Inc | METI/NASA | USGS | EPA | NPS | US Census Bureau | USDA | USFWS

CWR Parcels

Zoned



CWR Limits Polygon

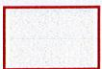


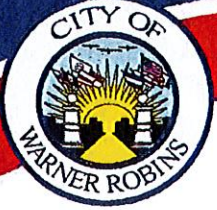
EXHIBIT "A"**SUBJECT PROPERTY**

All that tract or parcel of land lying and being in Houston County, Georgia, described in Deed Book 8582, Page 307, Houston County Clerk's Office, Houston Superior Court, Perry, Georgia. The property is 3.94 acres and is commonly known as 100 S. Amanda Place, Warner Robins, GA 31088.

And

All that tract or parcel of land lying and being in Houston County, Georgia, described in Deed Book 8582, Page 307, and Plat Book 9, Page 112, Houston County Clerk's Office, Houston Superior Court, Perry, Georgia. The property is .59 acres and is commonly known as 104 S. Amanda Place, Warner Robins, GA 31088.





CITY OF WARNER ROBINS

THE INTERNATIONAL CITY

May 27, 2026

Adams, Hemingway, Wilson & Rutledge, LLC
PO Box 1956
544 Mulberry ST, Suite 1000
Macon, GA 31202-1956

**RE: 100 & 104 S. Amanda Place, Warner Robins
Water & Sanitary Sewer Availability**

The City of Warner Robins Utility Department has reviewed your request for availability to the above referenced property. As of the date of this letter, water and sanitary sewage can be made available to serve the property.

Note: Water mains and sanitary sewer mains are both located at the south property line.

The property owner would be responsible for all surveying, design and installation of the utilities extensions that may be required to connect to the city mains.

Annexation is required, the property owner must file a petition for annexation with Darin Curtis at the Planning and Zoning Office, 478-302-5517.

If you have any questions or need other information, please do not hesitate to contact our office at (478) 302-5449.

Note, this letter is valid for 6 months from date of issue.

Sincerely,

City of Warner Robins

William Abarca, P.E.
Utilities Engineer

MAYOR
LaRhonda W. Patrick

**MEMBERS OF THE
COUNCIL**

Post 1
Derek Mack

Post 2
Charlie Bibb

Post 3
Keith Lauritsen

Post 4
Kevin Lashley

Post 5
Clifford Holmes, Jr.

Post 6
Larry Curtis, Jr.

CITY ADMINISTRATOR
James T. Drinkard

CITY CLERK
Mandy Stella

CITY ATTORNEY
Julia Bowen Mize

Annexation and Rezoning: S. Amanda Place

From Rhonda <rhonda@hdmlaw.net>

Date Wed 7/22/2026 12:30 PM

To Keith Lauritsen <klauritsen@wrga.gov>; Kevin Lashley <klashley@wrga.gov>; Darin Curtis <dcurtis@wrga.gov>

Cc Ljohnson@orthoga.org <Ljohnson@orthoga.org>

I'm reaching out to all of you about the annexation and rezoning of 100 S. Amanda Place and 104 S. Amanda Place, Warner Robins

Our neighborhood was represented at the Commissioners' meeting last night and they approved the City's recommendation on both counts. However, we approached them about making sure we have an adequate buffer, possibly even greater than what is required by the City, to protect our neighborhood. The county ordinance will not allow access on S. Amanda Place from the commercial property, but we want to ensure our neighborhood is protected from viewing any dumpsters, trash containers, etc. as we travel on S. Amanda Place in and out of our subdivision. We would hope this buffer would also be required on S. Amanda Place since it is part of the neighborhood. Although, there is a requirement for a buffer, it is slightly vague about where the buffer would be situated on the property.

Case in point, I live at 115 Chantilly Drive, and I guarantee all of you there is no buffer tall enough to block the view of the Residence Inn from my property. So, again I ask what classifies as an adequate buffer??

I have spoken with Darrin Curtis several times about this property. It is concerning to me that the City and County would approve this zoning without some site plan for what the buyer is proposing to build.

If any of you would take the time to visit the area you are voting on it might give you a necessary visual. Although 104 S. Amanda was supposed to have a "natural vegetation buffer" and no access to S. Amanda, there is what appears to be a temporary road, and a lot of the vegetation has been chopped down?

I would appreciate your consideration in these matter as Pre-Council and Council meet on August 3rd to vote on these issues.

Rhonda Moore

Rhonda Moore
Office Manager/Paralegal
Moore Law Firm, LLC
404 Corder Road, Suite 200 (31088)
P. O. Drawer 8269 (31095)
Warner Robins, GA

Phone: 478.328.3200

Fax: 478.922.2160

rhonda@hdmlaw.net

THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE OR BY REPLYING TO THIS EMAIL.

DRAFT

NO. ____ - 26
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

IT IS HEREBY ORDAINED by the GOVERNING AUTHORITY OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING TRACTS OR PARCELS OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from **CARTER SISTERS PROPERTIES, LLC** to annex the properties which are more particularly described as follows, to-wit:

All that tract or parcel of land lying and being in Houston County, Georgia, described in Deed Book 8582, Page 307, Houston County Clerk's Office, Houston Superior Court, Perry, Georgia. The property is 3.94 acres and is commonly known as 100 S. Amanda Place, Warner Robins, GA 31088, AND, all that tract or parcel of land lying and being in Houston County, Georgia, described in Deed Book 8582, Page 307, and Plat Book 9, Page 112, Houston County Clerk's Office, Houston Superior Court, Perry, Georgia. The property is .59 acres and is commonly known as 104 S. Amanda Place, Warner Robins, GA 31088.

The properties are located at 100 & 104 S Amanda Place.

WHEREAS, the said land of **CARTER SISTERS PROPERTIES, LLC** may be annexed pursuant to the provisions of the Official Code of Georgia Annotated Section 36-36-20 et seq., said lands being contiguous to the existing corporate limits of the City of Warner Robins and the petitioners being the sole owners of said properties; and

WHEREAS, The City of Warner Robins, relative to its best interest, is desirous of annexing the above-described properties.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, and it is hereby ordained by authority of the same, that the petition from **CARTER SISTERS PROPERTIES, LLC**, on May 29, 2026 is adopted and approved and said properties are hereby incorporated into the City of Warner Robins, Georgia.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference.

If any of the provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on August 3, 2026, adopted on _____, 2026 and shall become effective _____ 1, 2026.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

BY: _____
LaRHONDA W. PATRICK, MAYOR

ATTEST:

MANDY STELLA, CITY CLERK

DRAFT

STAFF REPORT

DEPARTMENT: BUILDING & INSPECTIONS

SUBMITTED BY: DARIN CURTIS, PLANNING & ZONING MANAGER

PLANNING COMMISSION MEETING DATE: 7/14/26, MAYOR AND COUNCIL: 8/3/26

REZONING PETITION

REZONING – Alamo Opportunity Fund LLC requests the rezoning of property totaling 8.75 acres, located along the east side of HWY 41, west of the Rose Hill Subdivision, north of Carlton Ridge Subdivision, also known as tax parcel [0W1200 043000]. The present zoning is R-1 [Single Family Residential District], and the proposed zoning is PDE [Planned Development (Extraordinary) District].

ITEM DESCRIPTION

This request proposes to rezone the balance of this property to PDE in order develop a mixed-use site containing two commercial components (labeled as commercial retail/professional office space) and a residential condo community (26, 2-story, condo units). The units are arranged in rows of 4 and 5 consecutive units. The site plan shows an amenity areas consisting of a fenced dog park, as well as a picnic/pavilion area. The continuation of Rose Hill Drive (which currently dead-ends into this property's boundary) is shown to be established into this site's internal street and vehicular access is blocked via a locked gate (with a Knox Box for first responders ONLY). A natural planted buffer is installed the perimeter of the property where residential units are proposed and between the commercial and residential sections within.

The stated intent is to construct the project in three independent phases.

Hwy 41 is a state route; no permits for access have yet been obtained by the petitioner.

This property is within what the Houston County Joint Comprehensive Plan refers to as the Suburban Residential Character Area, which is described as follows:

SUBURBAN RESIDENTIAL

The residential land use is by far the most prominent category of land use currently within Houston County, and the vast majority of these residences fall within the typical character of a suburban residential environment. Further, given projections of the continued growth within the county, it is likely that these trends will continue. Residential land use is particularly predominant within the cities of Warner Robins and Centerville, though not insignificant in Perry and the unincorporated areas between the municipalities. Most of these residential areas are bounded by US-129, State Route 127, and the Perry city limits to the east and south respectively. The Echeconnee Creek forms a natural boundary for growth to the north, with the county line serving as a border for most growth to the west.

Most of the suburban residential character is reflected by a pattern of subdivisions, which generally contain only one, or a limited number of access points. Some duplexes and apartment complexes are

interspersed within these areas, allowing for the maintenance of a high density area; however, the residential areas of somewhat higher density are still very suburban in their character. These include complexes that normally have one access point, often gated, and which could not be differentiated from a subdivision by simply viewing the street patterns.

Future land use within these residential areas could be enhanced by retrofitting traditional neighborhood street layouts on top of the current subdivision grid. This should allow enhanced walkability and bikeability with the community at large while improving transportation with a greater variety of ingress and egress points. Another future development within the residential land use should be a greater variety of housing types. In general, there is a lack of housing diversity, particularly in terms of higher density and greater affordability. Even within the downtown areas, little multi-story housing is available, presenting a significant opportunity for new housing construction as a part of mixed-use developments. Finally, there is the potential for greater accessibility to neighborhood commercial retail destinations. The vast majority of commercial retail is clustered along major corridors, such as Watson Boulevard, Russell Parkway, and Georgia State Route 96. This requires frequent travel by automobile to reach these commercial corridors. Additional parks and recreational activities could also enhance the quality of life within these suburban areas, giving them a more traditional neighborhood feel.

Suggested Development Patterns:

- Location of a mix of housing densities and types, including single-family, townhomes, multi-family, and mixed-use.
- Street layouts that connect to the existing street network at many points.
- Facilities for bicycles, including bikeways and bike lanes.
- Accessory housing units that provide rental opportunities for small households.
- Distribution of affordably priced homes and housing type diversity throughout the community.
- Retrofitting existing residential areas to improve pedestrian access to nearby commercial areas.
- Commercial development within identified nodes that support suburban residents.
- Higher intensity development near or adjacent to Interstate 75.

Suggested Land Use Designations:

- Residential
- Public/Institutional
- Parks/Recreation

Suggested Implementation Measures:

- Pocket parks and greenspace.
- Analyze fiscal impacts of growth.
- Appropriate school setting for walkability.
- Septic system monitoring.
- Septic area development regulations.

- Bikeway plans.
- Trails and greenway networks.
- Sidewalk and pedestrian network design.
- Subdivision and land development code regulations

STAFF RECOMMENDATION

While the plan does not introduce a land use that is necessarily uncharacteristic of the area, condos are not otherwise found in the immediate vicinity – however, the site is designed in contemplation of that condition and additional buffering is provided throughout and is designed beyond the minimum requirements in city code. The consideration toward the adjoining neighborhood (both by establishing a planted natural buffer along the property lines shared between the developments, and by retaining a private internal road, whereby no thru traffic would be permitted, is an appreciated measure that staff feels has warranted support. As the adjoining property to the north is C-2 general commercial, it seems that an opportunity to control the growth and mitigate the impact of this development on neighboring properties is present in this request to rezone. Therefore, city staff recommends approval of the request to rezone with the stipulation that all landscape buffering for the overall site be implemented as part of Phase 1 of the development..

PLANNING COMMISSION RECOMMENDATION

7/14/26 - The planning commission unanimously recommended approval with the stipulation that all landscape buffering for the overall site be implemented as part of Phase 1 of the development.

ALTERNATIVES

While the formal recommendation remains, the following alternatives are offered for consideration by any member of the voting authorities.

1. Consideration could be made to deny the proposed zoning.
2. Consideration could be made restrict the density, require additional detail, additional buffering, etc.

ATTACHMENTS

1. Application
2. Conceptual Plan

APPLICATION

- Property Owner

Name (at time of filing): Tom BrightmanPhone: (478) 952-9244Email: [REDACTED]Address: 3421 US HWY 41 N SUITE 2100C BOX 12 BYRON GA 31008Company Name (if applicable): ALAMO OPPORTUNITY FUND LLC

- Property Owner's Authorized Representative/Agent

Name: ERICA TAYLOR Phone: (478) 335-0702Address: 102 BEAU CLAIRE CIR BYRON GA 31008

Company Name (if applicable): _____

PROPERTY INFORMATIONREQUEST IS MADE TO: (CHOOSE ALL THAT APPLY) ANNEX ☐ REZONE ☒ADDRESS/LOCATION: 0 HWY 41-ROSE HILL 8.741 ACRESTAX PARCEL ID: 0W1200 043000LAND LOT(S): 95 LAND DISTRICT(S): 10COUNTY: HOUSTON TOTAL ACREAGE: 8.741SURVEY PREPARED BY: TRAVERSE LAND SERVICE LLCIS SURVEY RECORDED? Yes IF YES - BOOK: 68 PAGE: 52PRESENT ZONING: R-1 REQUESTED ZONING: PD-EIS WATER AVAILABLE TO THIS SITE? Y JURISDICTION: COWRIS SEWER AVAILABLE TO THIS SITE? Y JURISDICTION: COWRAUTHORIZATION

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

This 29 day of May, 2026Sign: [Signature]

(property owner)

Administrative Use Only:

Stamp Date Received

RECEIVED
MAY 29 2026

PLANNING & ZONING

Letter of Intent

Tom Brightman for: Silver Eagle
Enterprises, & Alamo Opportunity
Fund, LLC
President

3421 US HWY 41 N, Suite 2100C
Byron, GA 31008
478-952-9244
[REDACTED]

5/28/2026

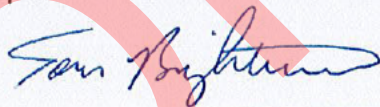
Dear City of Warner Robins,

We are respectfully requesting a zoning change from R-1 to PD-E to allow for the highest and best use of this property. The site has remained vacant for an extended period, and after careful evaluation, we believe this proposed development represents the most logical and beneficial use of the land. Our goal is to introduce more desirable and attainable housing options for the citizens of Warner Robins, addressing the current shortage of affordable housing caused by rising prices and limited inventory.

Our proposal includes the development of 24 townhomes alongside two commercial buildings designed for professional office suites. This thoughtful combination will create a live-work community environment, enhancing both the functionality and the appeal of the surrounding area while contributing to local economic growth.

We appreciate your consideration of this request and look forward to the opportunity to collaborate on a project that will serve the needs of the community and complement the city's development vision.

Sincerely,



Tom Brightman for: Silver Eagle Enterprises, & Alamo Opportunity Fund, LLC

BOOK 5963 PAGE 121

"EXHIBIT B"

All that tract or parcel of land lying and being located in Land Lot 95 of the Tenth (10th) Land District, Houston County, Georgia, being known and designated as that certain 8.741 acres, according to a plat of survey prepared by Scarborough Land Surveys, Inc., dated November 17, 2005 recorded in Plat Book 68, Page 52, Clerk's Office, Houston Superior Court. Said plat and the record thereof are incorporated herein by reference for all purposes.

DRAFT

Summary

Parcel Number 0W1200 043000
 Account/Realkey 58383
 Location Address N HWY 41
 Legal Description 8.741 ACRES 95/10TH
 (Note: Not to be used on legal documents)
 Class R4-Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning R1
 Tax District Warner Robins (District 4)
 Millage Rate 29.173
 Acres 8.74
 Homestead Exemption No (\$0)
 Landlot/District 95 / 10

[View Map](#)

Owner

[ALAMO OPPORTUNITY FUND LLC](#)
 3421 HWY 41N
 BOX 12
 BYRON, GA 31008

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	7.49
RUR	Swp/Avp/Gcl	Rural	1	1.25

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/1/2024	10358 69	68 52	\$109,263	Land market sale	JAROS GROUP LLC	ALAMO OPPORTUNITY FUND LLC
11/1/2006	4110 236	68 52	\$138,200	Related or corporate affiliate	ROSE HILL DEVELOPMENT LLC	JAROS GROUP LLC

Valuation

	2025	2024	2023	2022	2021
Previous Value	\$249,700	\$237,700	\$237,700	\$214,800	\$156,900
Land Value	\$172,000	\$249,700	\$237,700	\$237,700	\$214,800
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$172,000	\$249,700	\$237,700	\$237,700	\$214,800

Estimated Tax Detail

USE THE FOLLOWING ESTIMATES AT YOUR OWN DISCRETION.

The amounts below do not represent, nor are they intended to represent, the actual property tax for this parcel.

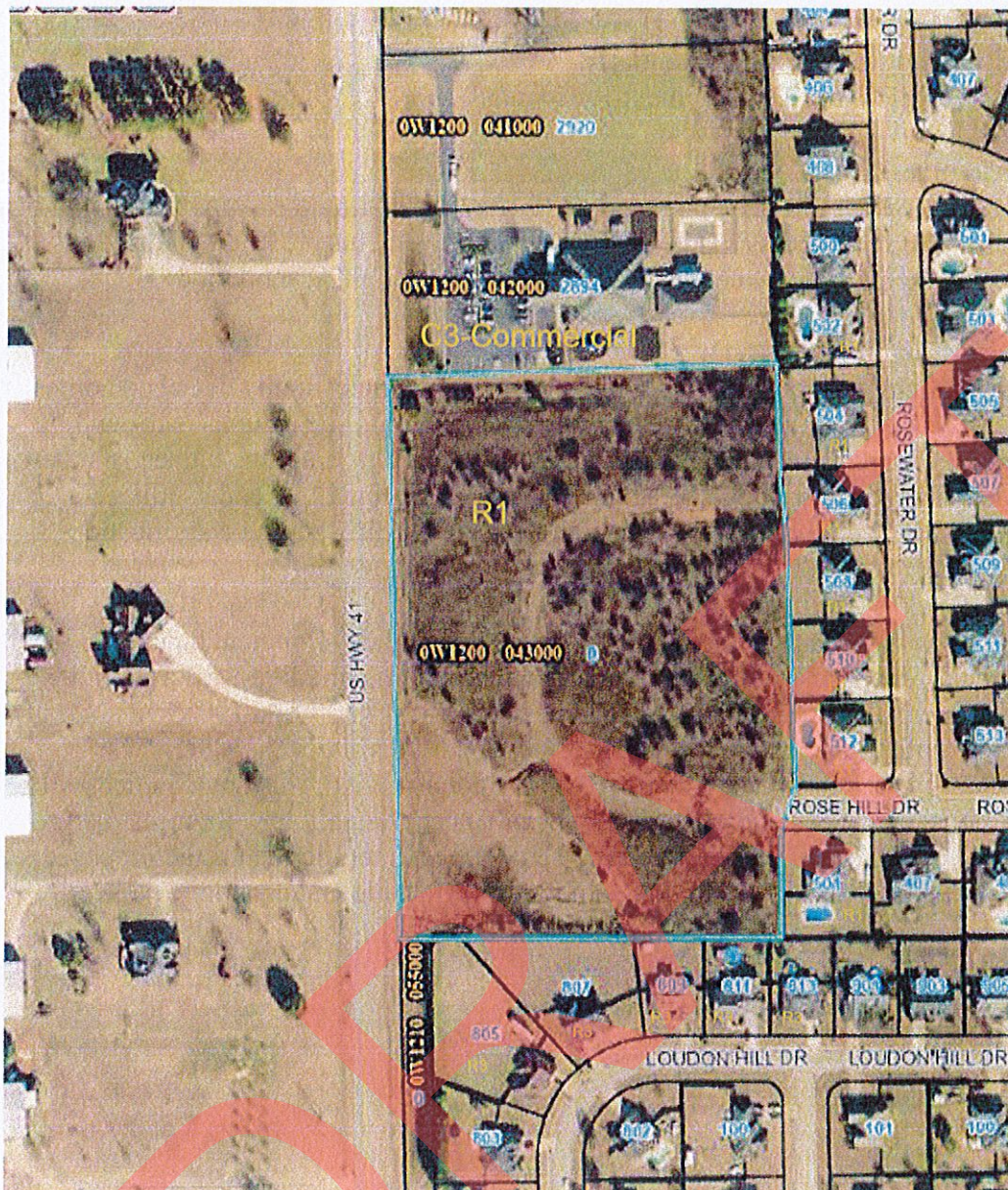
These amounts represent unofficial property tax estimates based on the current year's property value, applicable exemptions and the 2025 millage/tax rates for your tax district.

Please note: the millage/tax rates used in these estimates are not official, and they have not been approved by the respective levying authorities for taxation for the current year.

Tax Type	Description	Asmt Pct	Cov Exempt	HS Exempt	Millage	Est Tax
1	STATE	0.4				\$0.00
2	COUNTY	0.4			7.586	\$521.92
3	CO/MDT	0.4			0.915	\$62.95
4	SCHOOL	0.4			4.98	\$342.62
5	SCH/MDT	0.4			6.739	\$463.64
8	WARNER ROBINS	0.4			9.98	\$686.62

Total Est Tax
\$2,077.75

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.



502-0W1190 248000
 504-0W1190 247000
 506-0W1190 246000
 508-0W1190 245000
 510-0W1190 244000
 512-0W1190 0243000
 501-0W1190 242000
 813-0W1210 007000
 811-0W1210 006000
 809-W01210 005000
 807-0W1210 004000
 805-0W1210 003000

Existing Use of Property & Abutting Properties

Property: Parcel # 0W1200 043000, 0 Hwy 41, Warner Robins, GA 31088

Existing Zoning: R-1 (Single-Family Residential)

Proposed Zoning: PD-E (Planned Development-Residential)

Existing Uses / Structures:

The subject property is a vacant tract of land noted as “0 Hwy 41,” with no existing residential or commercial structures. Utilities, access roads, or building improvements are minimal or non-existent, indicating that the parcel has remained undeveloped for a significant period.

Suitability under Existing Zoning (R-1):

Under the current R-1 zoning, development is limited to standard single-family detached homes at relatively low density. Given the property’s location on Hwy 41, its size, and the surrounding land-use context, single-family detached development at R-1 densities is not the highest and best use. The prolonged vacancy further underscores that the parcel has remained under-utilized and is not achieving its economic or community potential under the existing zoning classification.

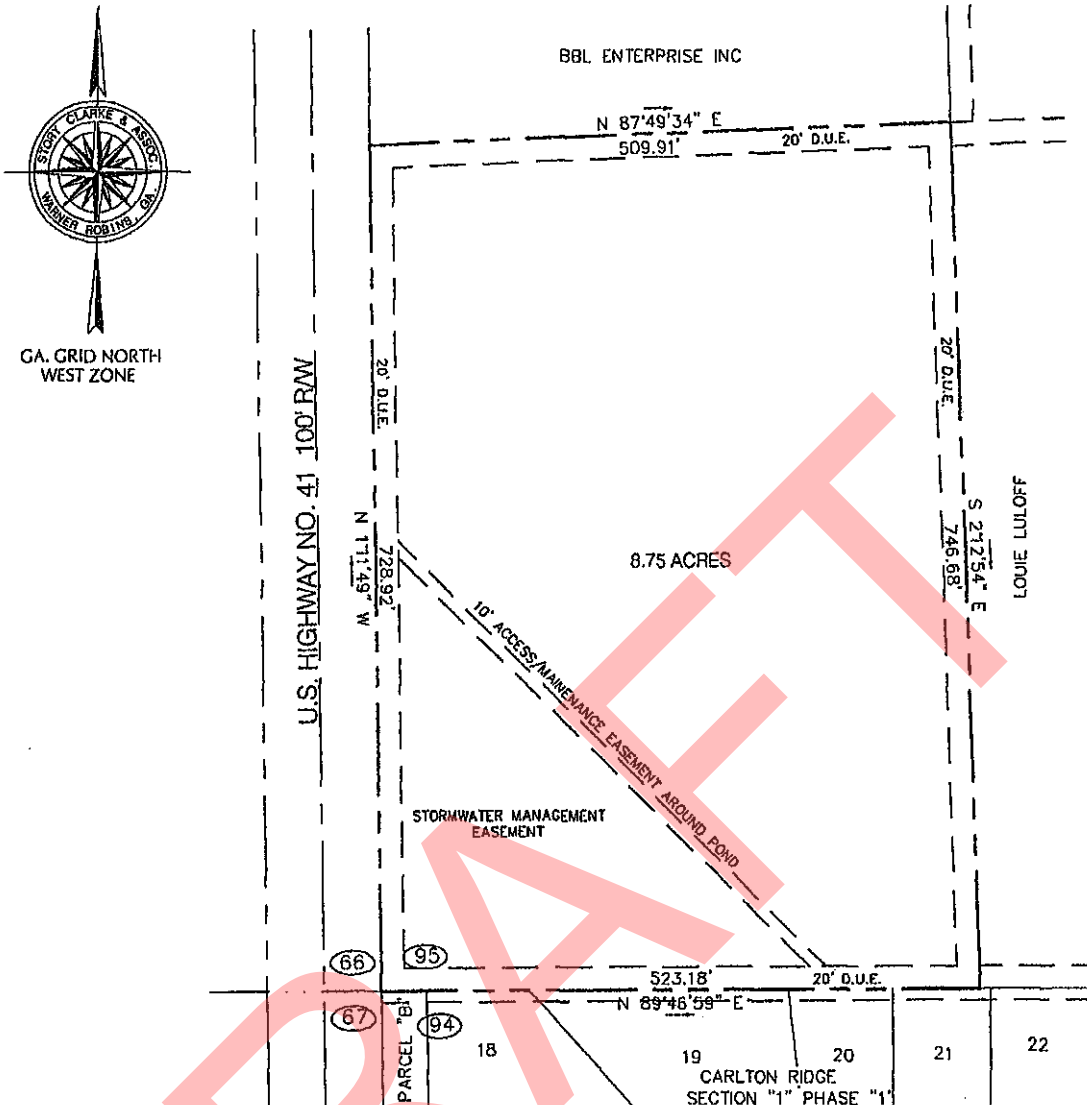
Suitability under Proposed Zoning (PD-E):

Re-zoning to PD-E would allow a thoughtful, mixed-use residential development tailored to current market demands—particularly the need for attainable housing and live-work flexibility in the Warner Robins area. The proposal (24 townhomes plus a 130'X100' and 100'x150', 20' tall commercial tracts for professional office suites) is well-suited to this site’s characteristics: frontage on a major artery (Hwy 41), visibility, access, and connectivity. This development will provide diversified housing options, increase density in a manner compatible with infrastructure and adjacent uses, and deliver neighborhood-serving commercial amenities. Thus the proposed zoning better aligns the site’s attributes with the community’s housing and economic goals.

The subject property is a vacant tract of land located along Highway 41 with no existing residential or commercial structures. There are no current building improvements, and the parcel remains undeveloped apart from a drainage and utility easement filed in June 2012 that runs along its boundary.

The original parent parcel was sold in going back to 2001, and in the years that followed, portions of the land were subdivided to create Rose Hill Plantation Subdivision. The current tract represents the remaining acreage that was not included in that subdivision. Since that time, this parcel has remained vacant and unused, with no recorded development activity beyond the 2012 easement filing, up till it was purchased again by Alamo Opportunity Fund LLC in 2024.

DRAFT



Survey Notes:

Reference: Plat Book 59 Page 76
 Plat Book 68 Page 52
 Plat Book 65 Page 6

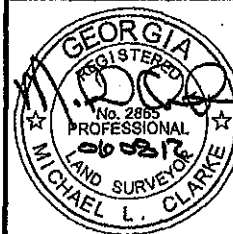
D.U.E. - DRAINAGE & UTILITY EASEMENT

COMPILED EASEMENT PLAT

FOR

TARP INVESTMENTS, LLC

LAND LOT 05 10th DISTRICT
 HOUSTON COUNTY WARNER ROBINS, GEORGIA



DATE: 07 JUNE 2012
 SCALE: 1"=100'
 OWN BY: MNM
 CHKD BY: MLC
 PN: 12004
 DN: 12-024-B

OWNERS CERTIFICATION

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

DATE

OWNER'S SIGNATURE

SURVEY CERTIFICATION

"IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF
 THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY
 WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW
 AND HAS BEEN CALCULATED FOR CLOSURE BY THE CRANDALL
 RULE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN
 2,508,690 FEET".

FIELD DATA IS NOT APPLICABLE.

THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS
 PLAT WERE OBTAINED BY COMPILING PLATS OF RECORD.

MICHAEL L. CLARKE

GEORGIA RLS NO. 2865



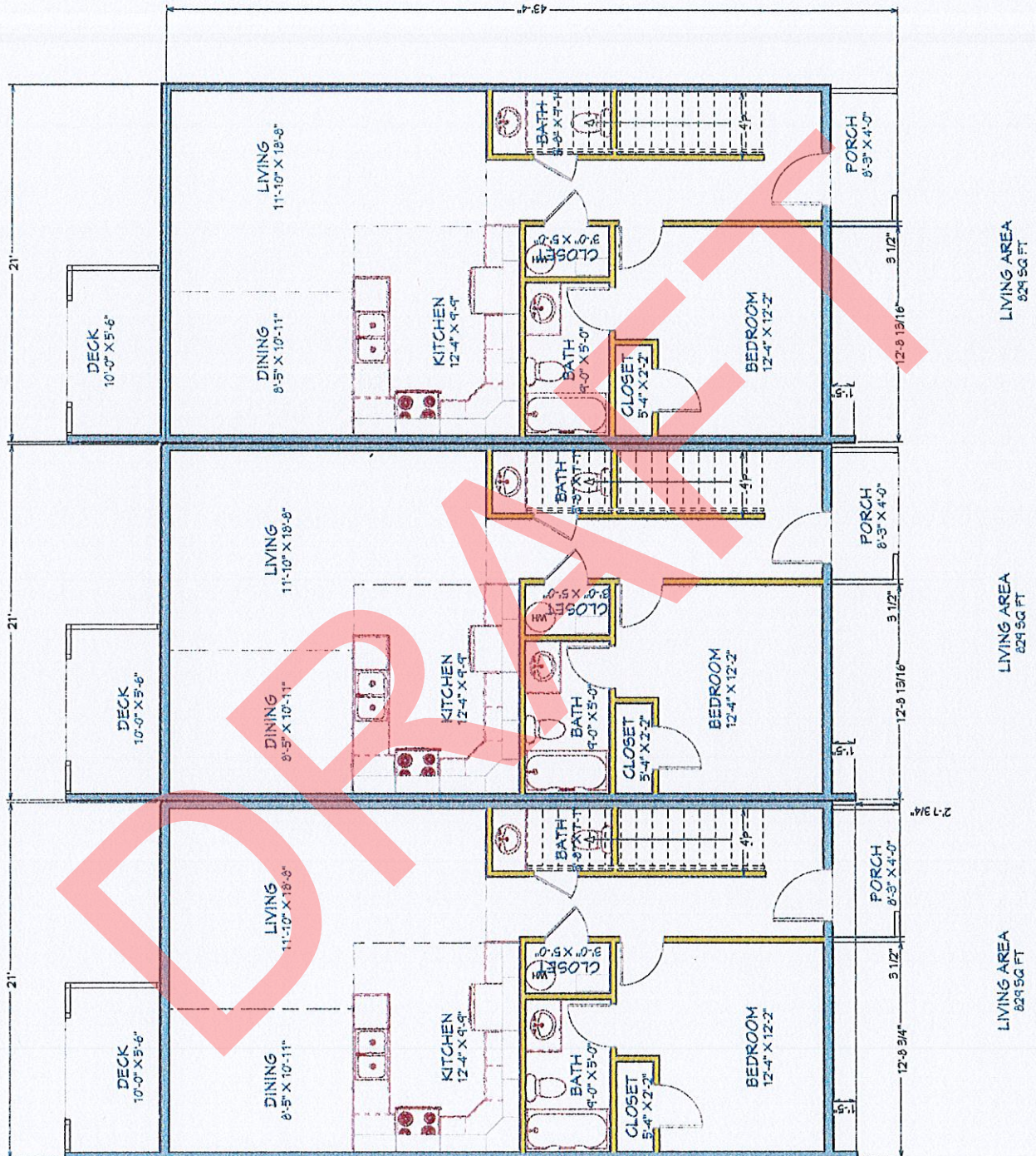
SURVEYORS
 PLANNERS
 LANDSCAPE ARCHITECTURE

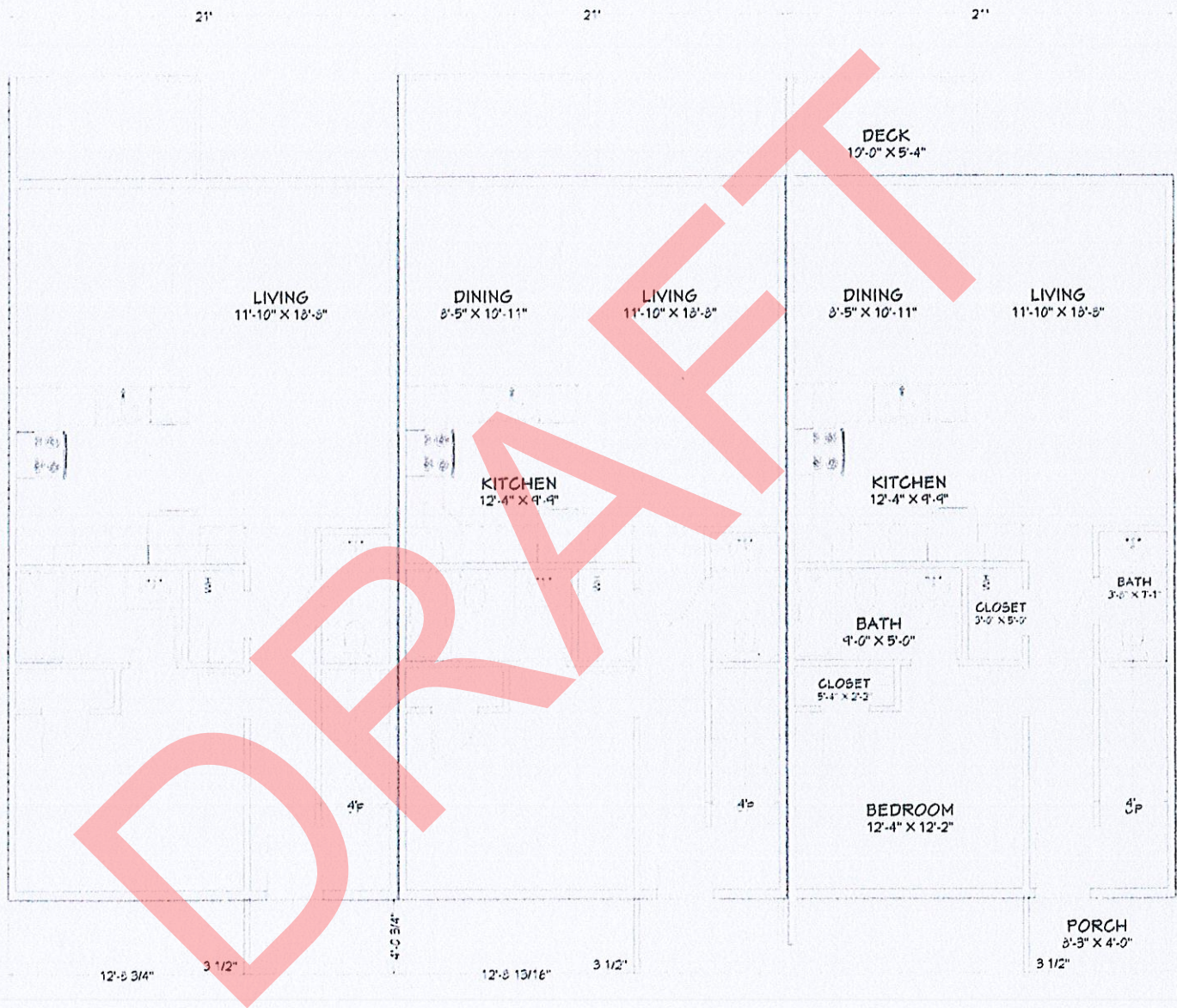
STORY
 CLARKE
 & Associates

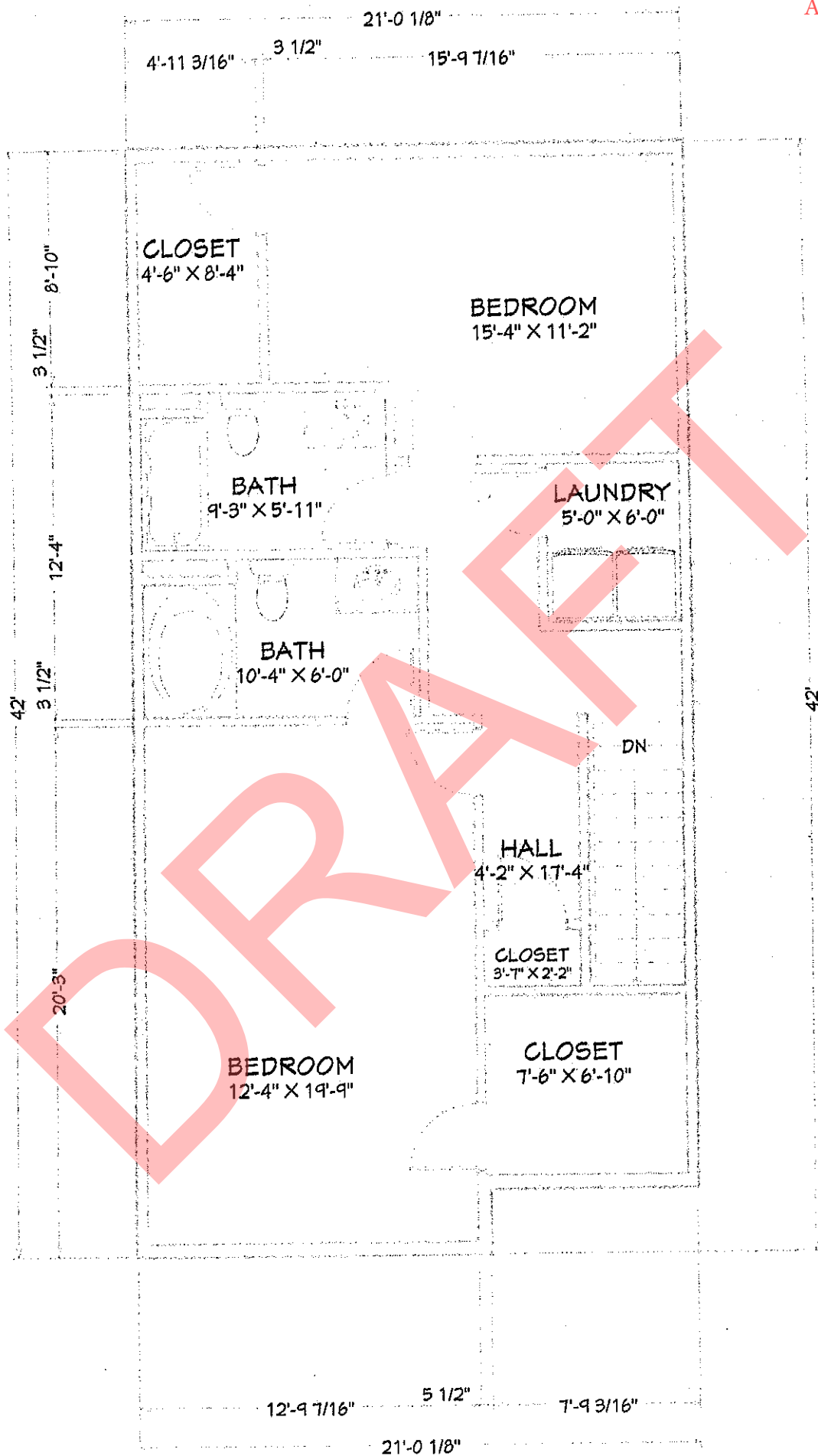
253 CARL VINSON PARKWAY
 TEL: 478.922.7724

WARNER ROBINS, GEORGIA 31080
 FAX: 478.922.3400

3 to 4 townhouse configuration







THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED.

12-06-05
DATE

[Signature]
OWNER'S OR AGENT'S SIGNATURE

REFERENCE.

P.B. 62 - PG 158

100' R/W

U.S. HIGHWAY NO. 41

BOWEHO, LLC

8.741 ACRES



Doc ID: 008911170001 Type: PLT
Filed: 12/15/2006 at 12:20:38 PM
Fee Amt: \$8.00 Page 1 of 1
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk

BK 68 PG 52

DRIVE

ROSEINE

ROSE

HILL

95

LAND LOT LINE

94

BOWEHO, LLC

LEGEND

○ IRON PIN SET
(3/8" REBAR UNLESS OTHERWISE NOTED)

● IRON PIN FOUND
(3/8" REBAR UNLESS OTHERWISE NOTED)

95 DENOTES LAND LOT NUMBER

APPROVED FOR RECORDING
WARNER ROBINS PLANNING COMMISSION

12/6/2005
DATE

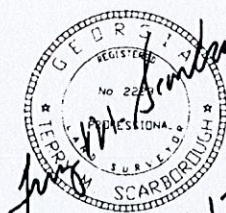
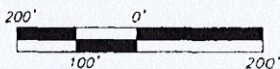
SECRETARY

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

[Signature]

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 23,676 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. EQUIPMENT USED FOR MEASUREMENT: ANGULAR: LIETZ SET 4. LINEAR: LIETZ SET 4.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 309,620 FEET



SURVEY FOR

BOWEHO, LLC.

TOTALING 8.741 ACRES - SITUATED AS SHOWN

LAND LOT 95
HOUSTON COUNTY,
SCALE: 1" = 200'

WARNER ROBINS,

TENTH DISTRICT
GEORGIA
NOVEMBER 17, 2005

SCARBOROUGH LAND SURVEYS, INC.

599-B SOUTH HOUSTON LAKE ROAD
WARNER ROBINS, GA. 31088 853-1491



Overview



Legend



Roads

Flood Map

 A - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Base Flood Elevations (BFE) have not been determined.

 AE - 100 Year Flood Area - Areas of 1% annual chance flood also known as the base flood. Determined by detailed methods with Base Flood Elevations (BFE).

 X: 500 Year Flood - Areas of 0.2% annual chance flood

Parcel ID 0W1200 043000
 Class Code Residential
 Taxing District Warner Robins
 Acres 8.74

Owner

ALAMO OPPORTUNITY FUND LLC
 2006 KARL DR
 STE 100
 WARNER ROBINS, GA 31088

Last 2 Qualified Sales

Date	Price	Reason
03/01/2024	\$109263	LM

Physical Address

N HWY 41

Assessed Value

Value \$172000

Land Value

Value \$172000

Improvement Value

Accessory Value

(Note: Not to be used on legal documents)

Date created: 5/12/2026

Last Data Uploaded: 5/12/2026 2:14:06 AM

 Developed by  **SCHNEIDER**
 GEOSPATIAL



CITY OF WARNER ROBINS

THE INTERNATIONAL CITY

November 13, 2025

Kelly Right Real Estate
The Right Way Home
Office: 844-535-5974
Email: [REDACTED]

**RE: Parcel 0W1200 043000 – 8.74 Acres, N Hwy 41
Water & Sanitary Sewer Availability**

The City of Warner Robins Utility Department has reviewed your request for availability to the above referenced property. As of the date of this letter, water and sanitary sewage could be made available to serve the proposed development.

Note: The sanitary sewer mains are located within the property. Water mains are stubbed into the property at two locations from Rosewater DR.

The property owner would be responsible for all surveying, design and installation of the sanitary extensions that may be required to connect to the city mains including acquiring the necessary easements.

If you have any questions or need other information, please do not hesitate to contact our office at (478) 302-5449.

Note, this letter is valid for 6 months from date of issue.

Sincerely,

City of Warner Robins

William Abarca, P.E.
Utilities Engineer

MAYOR
LaRhonda W. Patrick

MEMBERS OF THE COUNCIL

Post 1
Derek Mack

Post 2
Charlie Bibb

Post 3
Keith Lauritsen

Post 4
Kevin Lashley

Post 5
Clifford Holmes, Jr.

Post 6
Larry Curtis, Jr.

CITY ADMINISTRATOR
James T. Drinkard

CITY CLERK
Mandy Stella

CITY ATTORNEY
Julia Bowen Mize

TRAVERSE
LAND SERVICES, LLC

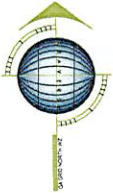
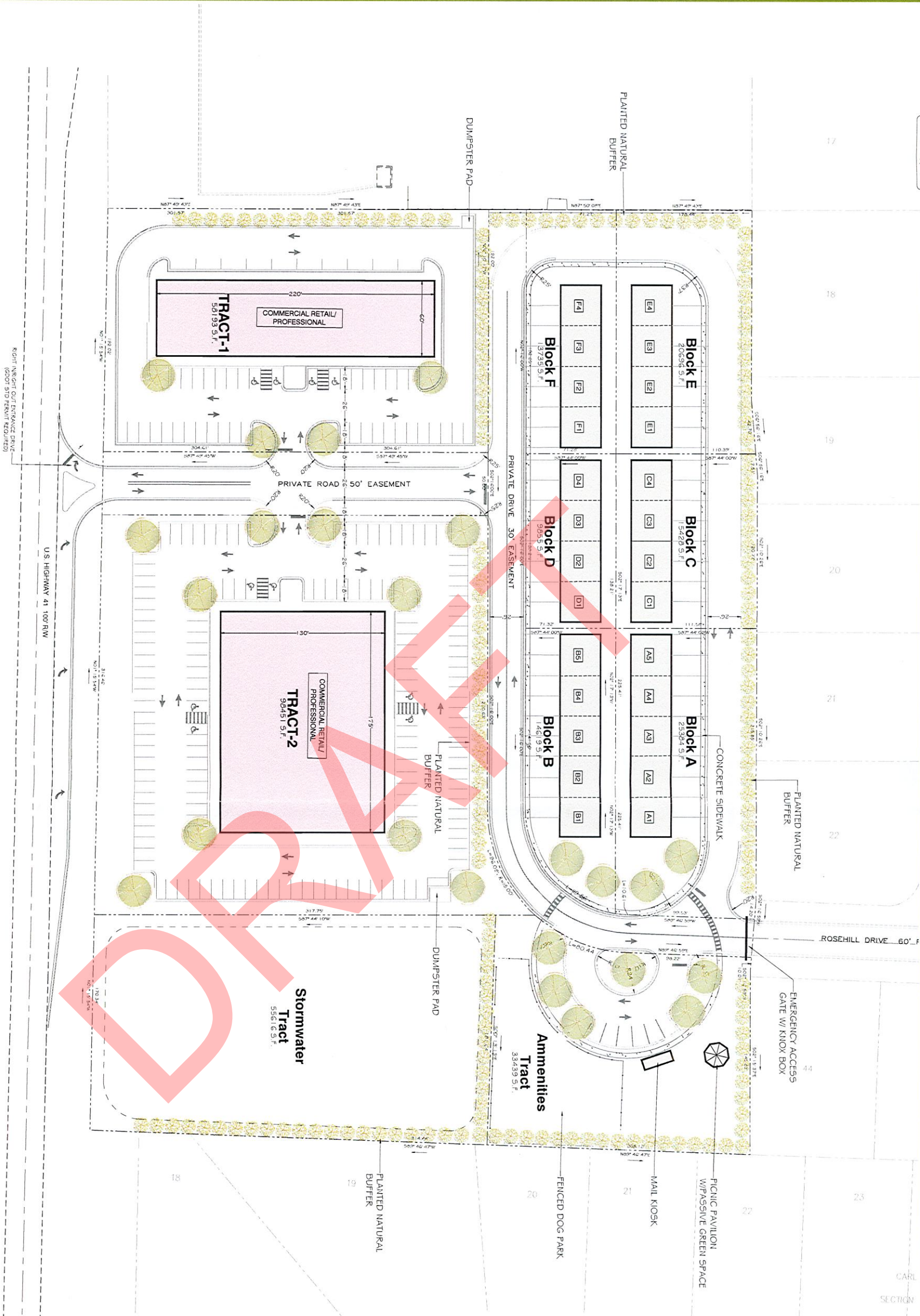
PROJECT: Rosehill Prelim Plat
TLS ID: 12004.02
CWR ID: PL20260037
DATE: 26.07.10

RESPONSE TO REVIEW #1

NOTE: The purpose of this submittal was to reflect the intent of the owner regarding a proposed mixed-use development, not final construction documents. If this concept is approved, the follow-up Construction Document submittal package will adhere to all Federal, State and Local Regulations and Standards.

ENGINEERING:

- #12-37 Conceptual landscaping has been provided.
- #43 No response is necessary.
- #42 No response is necessary.
- #41 No response is necessary.
- #40 No response is necessary.
- #39 No response is necessary.
- #9 No. The Private Right of Way/Easement is 30', as annotated. All vehicular circulation routes are 26' in width, measured face to face or eop.
- #1 As stated above, pavement width is 26' (lanes will be 13').
- #38 No response is necessary.
- #11 The project will be constructed in (3) phases. The Residential component will be first, then (2) separate commercial projects.
- #10 No response is necessary.
- #8 Artifact has been removed.
- #7 Yes- Existing locations have been annotated.
- #6 Amenity area use has been defined.
- #5 Sidewalk has been added.
- #4 Road system is annotated as private.
- #3 Landscape buffers have been added.
- #2 Natural Buffer has been added.



TRAVERSE
LAND SERVICES, LLC
SURVEY - PLAN - DESIGN
233 CARL VINSON PARKWAY
WARNER ROBINS, GA 31806
PHONE: 478-922-7724
EMAIL: TRAV@TRAVERSELLC.COM



GRiffin ENGINEERING SERVICES
DESIGN - PLAN - CONSULTING
233 CARL VINSON PARKWAY
WARNER ROBINS, GA 31806
PHONE: 478-922-7724
EMAIL: TRAV@TRAVERSELLC.COM

THIS DOCUMENT IS THE PROPERTY OF
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SERVICES, LLC. ©2024

10th DISTRICT
WARNER ROBINS, GEORGIA

PRELIMINARY PLAN For:
ROSE HILL EXTENSION
A MULTI-USE DEVELOPMENT

LAND LOT 95
HOUSTON COUNTY

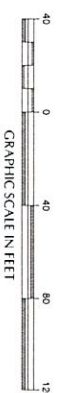
- SITE NOTES**
- THIS PROJECT IS NOT IN A SPECIAL FLOOD HAZARD DISTRICT PER NFIP.
 - FROM PANEL NO. 1315000000, EFFECTIVE DATE 09/29/2027.
 - "STATE WATER" DO NOT BE CONSIDERED WITHIN 200' OF THE PROJECT SITE.
- GENERAL INFORMATION**
- SITE DATA**
- LEGAL DESCRIPTION: LAND LOT 95
HOUSTON COUNTY, GEORGIA
TAX PARCEL ID: 00-1200-0430000
PHYSICAL ADDRESS: NORTH HWY 41
EXISTING ZONING: R1
PROPOSED ZONING: TLE
EXISTING USE: GRASSLAND
PROPOSED USE: COMMERCIAL/RESIDENTIAL, 10TH DISTRICT
- PROJECT DATA:**
- RESIDENTIAL USE:
- PROJECT AREA: 3.55 ACRES
 - LOT COUNT: 26 UNITS
 - PROPOSED DENSITY: 7.32 UNITS/ACRE
 - BUILDING SETBACKS: FRONT: 20', SIDE: 10', REAR: 10'
 - SOIL: 5'
- COMMERCIAL USE:
- PROJECT AREA: 3.95 ACRES
 - BUILDING FOOTPRINTS: 35,950 SF
 - STANDARD: 127' (195)
 - HANDICAP: 10'
 - TOTAL: 169'

CONTACT INFORMATION

OWNER/OWNER/REPRESENTATIVE: ALAN O'CONNOR/ALAN O'CONNOR
3421 US HWY 41 N BOX 12, STE 2100
PINEHURST, GEORGIA 31058
PHONE: 478-922-7724
EMAIL: TRAV@TRAVERSELLC.COM

24-HR CONTACT: TONY REAGAN
PHONE: 478-922-7724
EMAIL: TRAV@TRAVERSELLC.COM

DESIGN PROFESSIONAL: MICHAEL CLARK
REGISTERED LAND SURVEYOR
233 CARL VINSON PARKWAY
WARNER ROBINS, GEORGIA 31806
PHONE: 478-922-7724
EMAIL: MICHAEL@TRAVERSELLC.COM



REVISIONS	
DATE	COMMENT
03.03.26	PER CWR P&Z COMMENTS
05.05.26	PER OWNER COMMENTS
07.10.26	PER CWR P&Z COMMENTS



STAFF REPORT

DEPARTMENT: BUILDING & INSPECTIONS
SUBMITTED BY: DARIN CURTIS, PLANNING & ZONING MANAGER
MEETING DATE: 7/14/26 MAYOR & COUNCIL: 8/3/26

AGENDA ITEM

JDA of the City of Warner Robins and Peach County, via Lalu Patel, request the rezoning of the following property:

- Tax Parcel [061 006] lots 42 and 63. [no address currently assigned] totaling 42.12 acres, located along Innovation Way.

The present zoning of all the property is M-2 [General Industrial District], and the proposed zoning is R-1 [Single-Family Residential District].

ITEM DESCRIPTION

The subject property consists of a vacant lot located along Innovation Way. The property is also part of the JDA of Peach Co & Warner Robins.

DEVELOPMENT/ZONING HISTORY

None; incorporated within the Industrial Park previously.

STAFF RECOMMENDATION

The staff recommends that consideration be made to approve the requested zoning of R-1.

ALTERNATIVES

While the official recommendation stands, the following alternatives may be considered:

- Consideration could be made to deny the rezoning.

ATTACHMENTS

- Case File

APPLICATION

- Property Owner

Name (at time of filing): JDA of Peach Co & WRPhone: 478-919-4611Email: bj-walker@peachcounty.gov

Address: _____

Company Name (if applicable): JDA of Peach Co & WR

- Property Owner's Authorized Representative/Agent

Name: Lalu Patel Phone: 478-919-4611Address: 866 Ga Hwy 96 Ste 102, Warner Robins, GA 31088Company Name (if applicable): Estates AT LK, LLC**PROPERTY INFORMATION**REQUEST IS MADE TO: (CHOOSE ALL THAT APPLY) ANNEX ☐ REZONE ☒

ADDRESS/LOCATION: _____

TAX PARCEL ID: 061 006LAND LOT(S): 42, 63 LAND DISTRICT(S): 5thCOUNTY: Peach TOTAL ACREAGE: 42.12SURVEY PREPARED BY: SAM Surveying & MappingIS SURVEY RECORDED? No ☒ IF YES - BOOK: _____ PAGE: _____PRESENT ZONING: M-2 REQUESTED ZONING: R1IS WATER AVAILABLE TO THIS SITE? Y ☒ JURISDICTION: WRIS SEWER AVAILABLE TO THIS SITE? Y ☒ JURISDICTION: WR**AUTHORIZATION**

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

This 18 day of May, 2020Sign: [Signature]
(property owner)

Administrative Use Only:

Stamp Date Received

RECEIVED
MAY 18 2020
PLANNING & ZONING

GRAND ESTATES

by

ESTATES AT LK, LLC

Lou Patel

Cell: 478-919-4611

City of Warner Robins

May 6, 2026

Planning and Zoning Department

RE: Rezoning Request for 42.12-Acre Tract (M-2 to Residential)

Dear Members of the City of Warner Robins,

I am writing to formally request the rezoning of a 42.12-acre tract from M-2 (Heavy Industrial) to a residential zoning designation. The purpose of this request is to allow for the development of a private, thoughtfully planned residential community on the property.

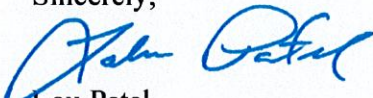
The current M-2 zoning classification does not reflect the highest and best use of this tract given the evolving character of the surrounding area. In recent years, there has been a noticeable shift toward residential growth and community-oriented development, making this site well-suited for a transition to residential use. Rezoning would align the property with these changing conditions and support orderly, compatible growth within the City of Warner Robins.

The proposed private residential community will be designed with a strong emphasis on quality, safety, and long-term sustainability. Plans for the development will incorporate appropriate infrastructure, green space, and buffering to ensure compatibility with surrounding properties and to enhance the overall character of the area. This project aims to contribute positively to the local housing supply while providing a well-maintained and desirable living environment.

Furthermore, transitioning the property from heavy industrial use to residential will help mitigate the potential impacts associated with M-2 zoning, such as increased traffic, noise, and environmental concerns. A residential designation represents a more suitable and community-focused use of the land, benefiting both current residents and future homeowners.

I respectfully request your consideration and approval of this rezoning application. Thank you for your time and attention to this matter.

Sincerely,



Lou Patel

Printed By JOSH PARKS
Plot Date May 06, 2016
File Name: 102003440-SDV-ROAD-ALL 4-23-25.dwg

THIS BLOCK RESERVED FOR THE
CLIENT OF THE SUPERIOR COURT

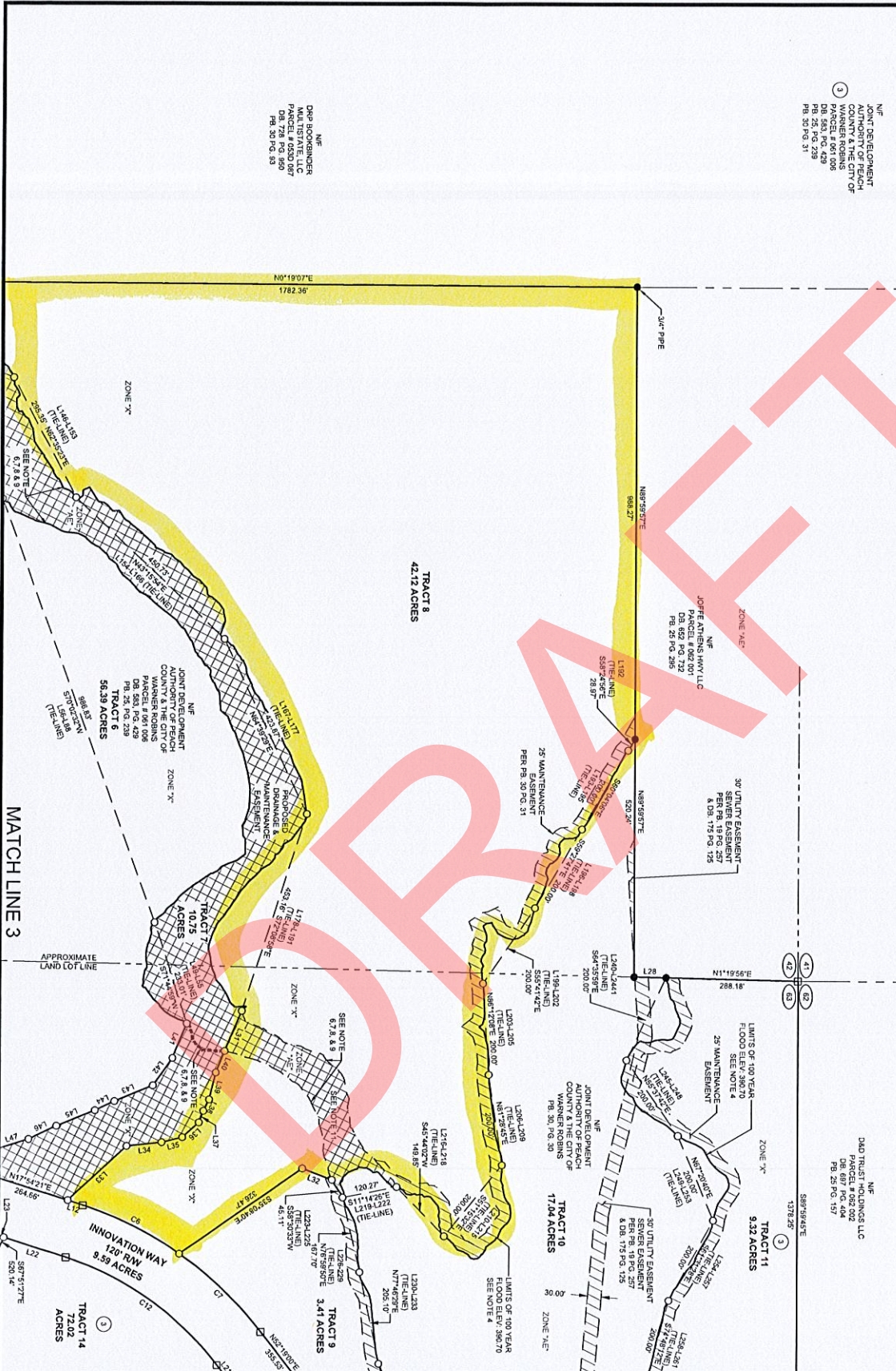


LEGEND OF SYMBOLS

- IRON PIN SET (2" REBAR W/ CAP)
- PROPERTY LINE
- LAND LOT LINE
- EASEMENT LINE
- FLOOD ZONE LIMITS
- LAND LOT NUMBER
- PROPERTY INFORMATION

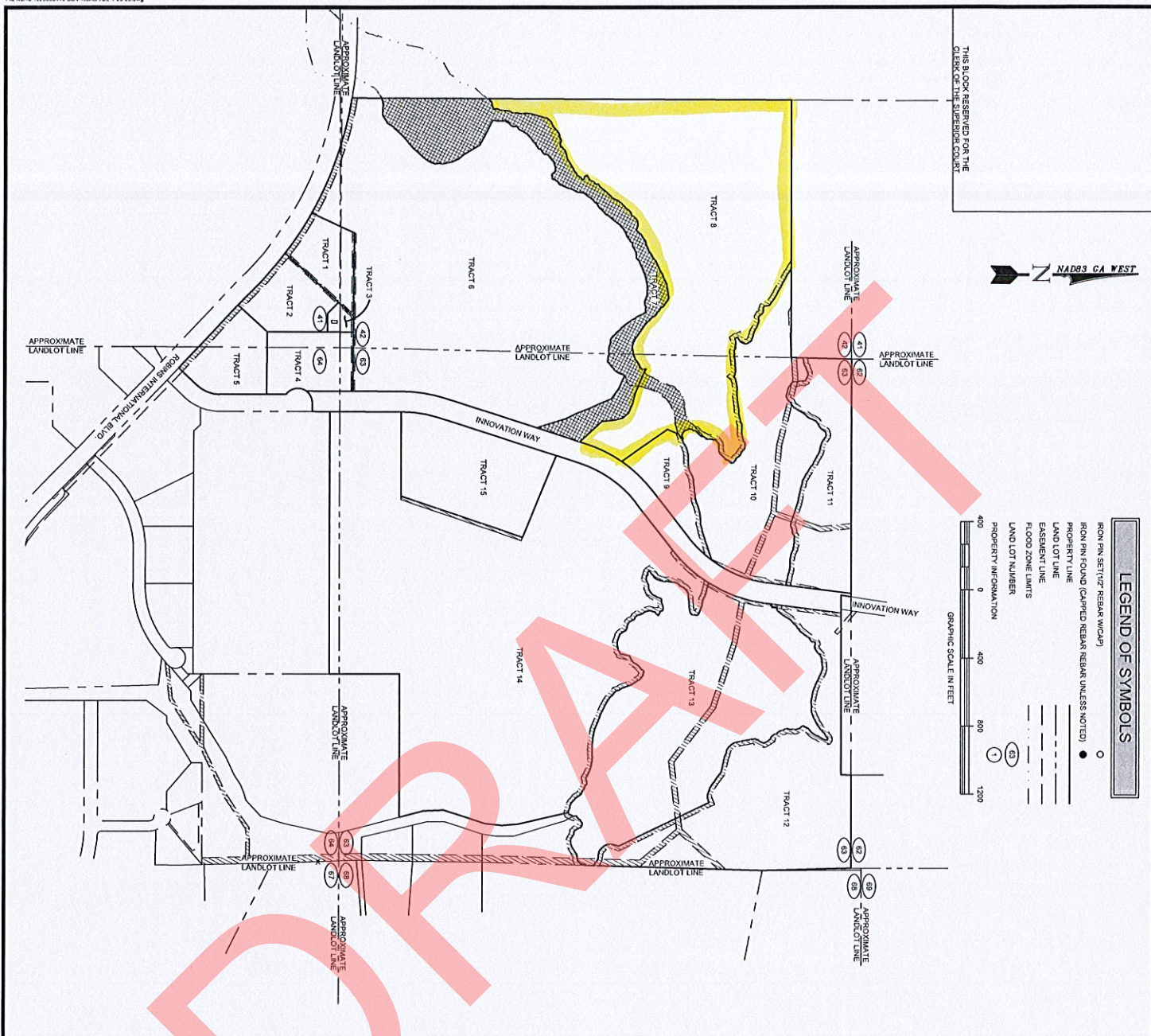
GRAPHIC SCALE IN FEET

0 150 300 450



MATCH LINE 2

COMBINATION/SUBDIVISION SURVEY LANDS OF THE JOINT DEVELOPMENT AUTHORITY OF PEACH COUNTY & THE CITY OF WARNER ROBINS LAND LOTS 41, 42, 63 & 64 5TH LAND DISTRICT PEACH COUNTY WARNER ROBINS GEORGIA		SAM SURVEYING AND MAPPING, LLC 102 ED BAYER COURT, SUITE 130 WARNER ROBINS, GEORGIA 31088 OFFICE (478) 971-3382 email: info@sam.biz SAM.BIZ	Revisions <table border="1"> <thead> <tr> <th>No</th> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>3/25/26</td> <td>EDITS PER REQUEST OF THE CITY OF WARNER ROBINS.</td> </tr> <tr> <td>3</td> <td>4/24/26</td> <td>EDITS PER CLIENT REQUEST.</td> </tr> <tr> <td>4</td> <td>5/1/26</td> <td>EDITS PER CLIENT REQUEST.</td> </tr> </tbody> </table> THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF SURVEYING AND MAPPING, INC. AND NO PART THEREOF MAY BE USED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.	No	Date	Description	2	3/25/26	EDITS PER REQUEST OF THE CITY OF WARNER ROBINS.	3	4/24/26	EDITS PER CLIENT REQUEST.	4	5/1/26	EDITS PER CLIENT REQUEST.
No	Date	Description													
2	3/25/26	EDITS PER REQUEST OF THE CITY OF WARNER ROBINS.													
3	4/24/26	EDITS PER CLIENT REQUEST.													
4	5/1/26	EDITS PER CLIENT REQUEST.													
Project No.: 102003440 Drawing No.: SDV-ROAD Checked By: J.L.P. S.H.L. RLS. No.: 3171		Date: 12/10/25 Scale: 1"=150' Sheet No.: 4 of 6													



LEGEND OF SYMBOLS

- RON PIN SET (1/2" REAR W/OP)
- PROPERTY LINE
- LAND LOT LINE
- EASEMENT LINE
- FLOOD ZONE LIMITS
- LAND LOT NUMBER
- PROPERTY INFORMATION
- GRAPHIC SCALE IN FEET

MISCELLANEOUS NOTES

- THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN SIGNED AND SEALED BY A LICENSED SURVEYOR AT THE OFFICE OF SURVEYING AND MAPPING, LLC, AUTHORITY OF O.C.G.A. 43-15-22.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED WAS OBTAINED FROM THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES, AND IS ACCURATE WITHIN ONE FOOT IN 54.468 FEET. THE LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED FROM A CARSON BROOK GPS RTK DUAL FREQUENCY RECEIVER FIELD WORK COMPLETED ON 10/23/15.
- SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL INFORMATION CONTAINED HEREIN IS CORRECT OR COMPLETE.
- PROPERTY LINES FOR TRACTS 8-13 ARE BASED ON THE LIMITS OF 100 FEET FLOOD ZONE ELEVATION OF 36.70 AS PER A PHOTOGRAPHED SURVEY OF THE FLOOD ZONE.
- ENGINEER: 00358 DATED 5/12/16. THIS MAP OR PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008. THIS MAP OR PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008. THIS MAP OR PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008.
- PORTIONS OF THIS PROPERTY LIE WITHIN FLOOD ZONE AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 01363, WITHIN ZONE AE VARY ALONG THE STREAM REACH AND ARE ESTABLISHED BY THE APPLICABLE FEMA FLOOD INSURANCE STUDY.
- FLOOD INSURANCE STUDY BASE FLOOD ELEVATIONS WERE OBTAINED FROM THE APPLICABLE FEMA FLOOD INSURANCE STUDY TOPOGRAPHIC SURVEY DATA. THIS SURVEY DOES NOT CONSTITUTE A HYDRAULIC OR FLOOD STUDY. TRACTS 8-13 SHOWN HEREON WERE ESTABLISHED TO FOLLOW THE BASE FLOOD ELEVATION SURFACE AS DERIVED FROM FEMA FLOOD INSURANCE STUDY DATA AND APPLIED TO THE FLOOD ZONE ELEVATIONS OF FLOODPLAIN MAPPING, HYDRAULIC STUDIES, OR BASE FLOOD ELEVATIONS.
- THIS MAP OR PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES AND SHALL NOT BE RELIED UPON FOR FLOOD INSURANCE REGULATORY PURPOSES.
- THE CITY OF WARNER ROBINS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES INCURRED BY ANY PARTY USING THIS MAP OR PLAN FOR PURPOSES OTHER THAN THOSE FOR WHICH IT WAS DESIGNED.
- THE CITY OF WARNER ROBINS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES INCURRED BY ANY PARTY USING THIS MAP OR PLAN FOR PURPOSES OTHER THAN THOSE FOR WHICH IT WAS DESIGNED.
- THE CITY OF WARNER ROBINS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSSES INCURRED BY ANY PARTY USING THIS MAP OR PLAN FOR PURPOSES OTHER THAN THOSE FOR WHICH IT WAS DESIGNED.

CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-4-67, THIS PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008. THIS MAP OR PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008. THIS MAP OR PLAN WAS PREPARED BY SURVEYING AND MAPPING, LLC, 1000 N. W. 10TH AVE., SUITE 100, PEACH DUNES, GEORGIA 31008.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP OR PLAN FOR THE PURPOSES OF THE SUBDIVISION SURVEY. THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP OR PLAN FOR THE PURPOSES OF THE SUBDIVISION SURVEY.

OWNERS CERTIFICATION: I, THE OWNER OF THE LAND SHOWN ON THIS PLAN, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND THAT I HAVE NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY AFFECT THE ACCURACY OF THIS PLAN.

PLANNING AND ZONING CERTIFICATION: I, THE PLANNING AND ZONING COMMISSION, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT, AND THAT I HAVE NOT BEEN ADVISED OF ANY OTHER INFORMATION THAT MAY AFFECT THE ACCURACY OF THIS PLAN.

BY THE WARNER ROBINS PLANNING AND ZONING COMMISSION (SECRETARY) I CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE UTILITIES AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE REGULATION OF THE CITY OF WARNER ROBINS, GEORGIA, OR HAS POSTED A PERFORMANCE BOND OF \$100,000 TO COVER ANY DEFICIENCIES.

Revisions		
No.	Date	Description
2	3/25/26	EDITS PER REQUEST OF THE CITY OF WARNER ROBINS.
3	4/24/26	EDITS PER CLIENT REQUEST.
4	5/1/26	EDITS PER CLIENT REQUEST.

THESE DOCUMENTS ARE INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF SURVEYING AND MAPPING, LLC, AND NO PART THEREOF MAY BE USED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.

SURVEYING AND MAPPING, LLC
1000 N. W. 10TH AVE., SUITE 100
PEACH DUNES, GEORGIA 31008
OFFICE (478) 971-3382
email: info@sam.biz
SAM.BIZ



COMBINATION/SUBDIVISION SURVEY
LANDS OF
THE JOINT DEVELOPMENT AUTHORITY OF PEACH COUNTY & THE CITY OF WARNER ROBINS
LAND LOTS 41, 42, 63 & 64 5TH LAND DISTRICT
PEACH COUNTY WARNER ROBINS GEORGIA

Project No.: 1020383440
Drawing No.: SDV-ROAD
Drawn By: J.L.P.
Checked By: S.H.J.
R.L.S. No.: 3171



Date: 12/10/25
Scale: 1"=400'
Sheet No.: 1 of 6

☐ Parcels
- Misc Lines

Parcel ID	061006	Owner	JOINT DEVELOPMENT AUTHORITY OF	Last 2 Sales			
Class Code	Exempt		PEACH	Date	Price	Reason	Qual
Taxing District	Warner Robins		COUNTY & THE CITY OF WARNER	6/11/2018	0	UF	U
Acres	294.54		ROBINS	7/13/2017	\$2377600	UT	U
			425 JAMES E KHOURY DRIVE UNIT B				
			FORT VALLEY, GA 31030				
		Physical Address	ROBINS INTERNATIONAL BLVD				
		Assessed Value	Value \$5428300				

[Click here to view the](#)

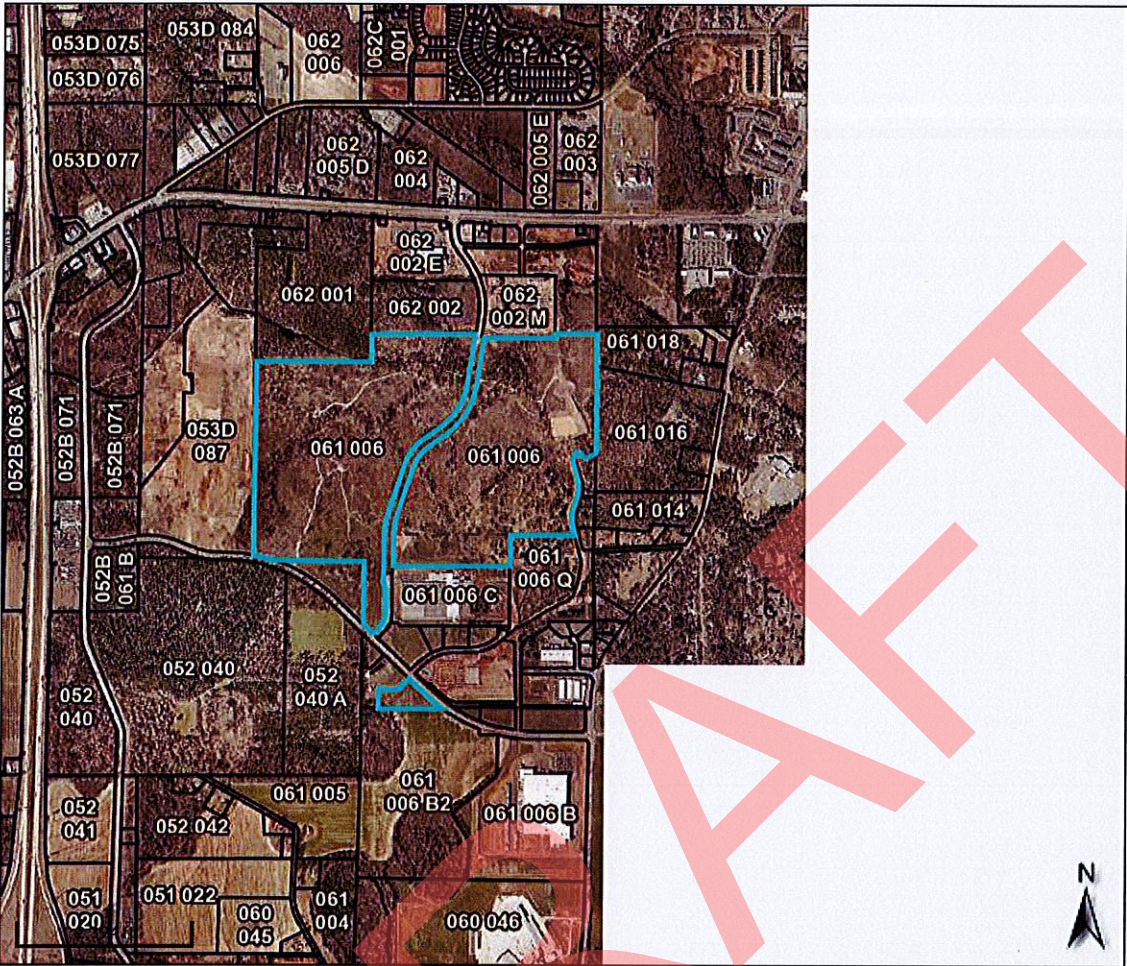
Peach County Tax Map

Date created: 5/18/2026
Last Data Uploaded: 5/15/2026 9:00:26 PM

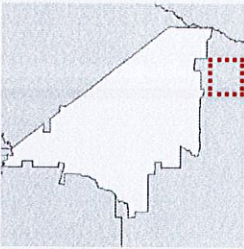
Developed by  **SCHNEIDER**
GEOSPATIAL



Peach County, GA



Overview



Legend

- Parcels
- Misc Lines

Parcel ID	061 006	Owner	JOINT DEVELOPMENT AUTHORITY OF		Last 2 Sales			
Class Code	Exempt		PEACH		Date	Price	Reason	Qual
Taxing District	Warner Robins		COUNTY & THE CITY OF WARNER		6/11/2018	0	UF	U
Acres	294.54		ROBINS		7/13/2017	\$2377600	UT	U
			425 JAMES E KHOURY DRIVE UNIT B					
			FORT VALLEY, GA 31030					
		Physical Address	ROBINS INTERNATIONAL BLVD					
		Assessed Value	Value \$5428300					

(Note: Not to be used on legal documents)

Click here to view the

Peach County Tax Map

Date created: 5/18/2026
Last Data Uploaded: 5/15/2026 9:00:26 PM

Developed by SCHNEIDER GEOSPATIAL

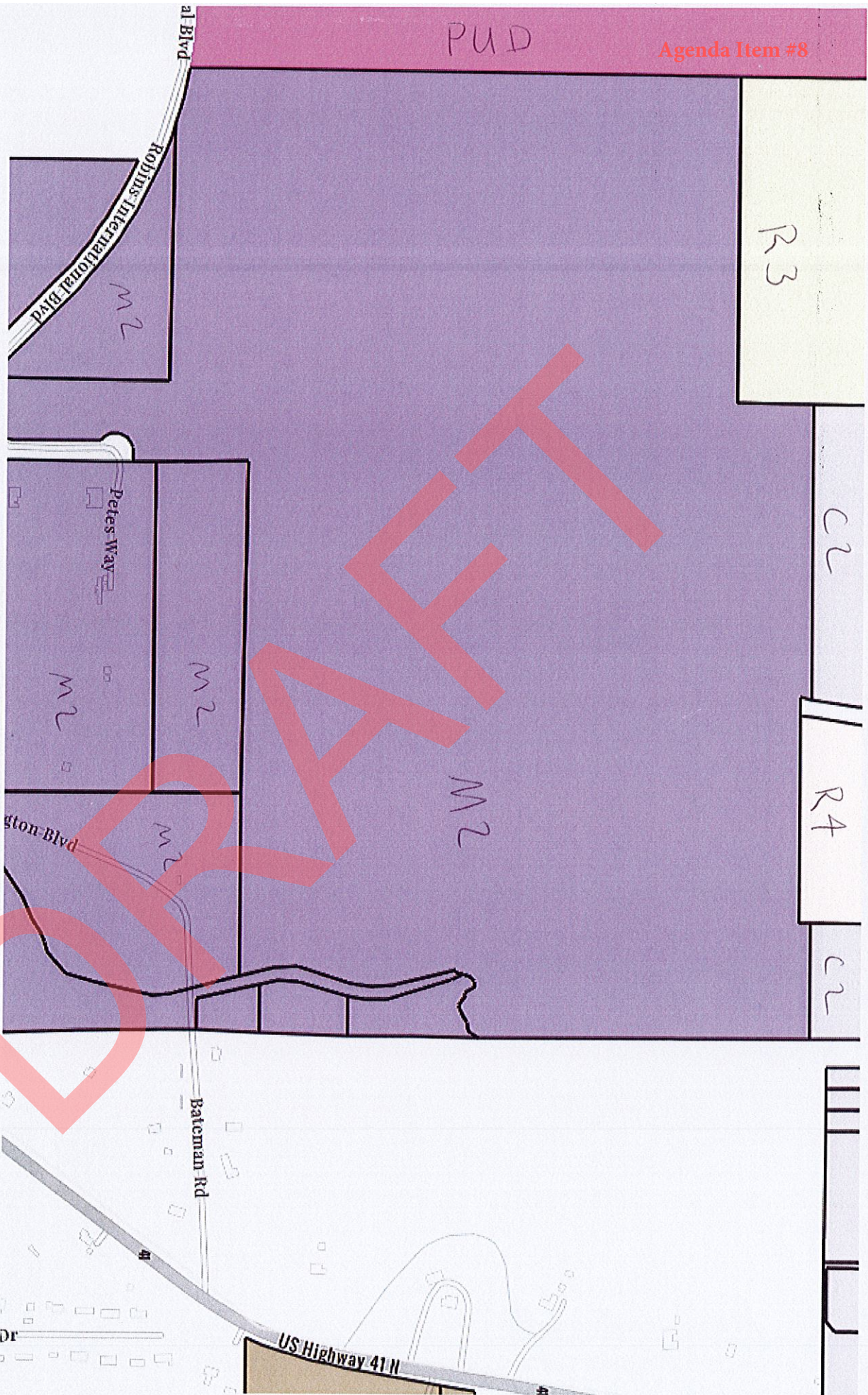
PUD

R3

C2

R4

C2



STAFF REPORT

DEPARTMENT: BUILDING & INSPECTIONS

SUBMITTED BY: DARIN CURTIS, PLANNING & ZONING MANAGER

MEETING DATE: 7/14/26, MAYOR AND COUNCIL: 8/3/26

SPECIAL EXCEPTION PETITION

Per the provisions of city code section 97, the applicant requests approval of a special exception, in order to operate a group home within an existing residential zoning district at 101 Regency Ct, which is zoned R-3. The proposed facility would serve peer-supported recovery for adult men.

ITEM DESCRIPTION

The City of Warner Robins Code of Ordinances, Appendix C, Zoning Ordinance, regulates land use and development within the City. Because the request involves a group home within a residential zoning district, the proposed use is subject to review through the applicable zoning approval process. The request should be evaluated for consistency with the intent of the zoning district, compatibility with surrounding properties, and compliance with all applicable local and state requirements.

Based on the application materials, the proposed group home would house veterans and individuals transitioning from homelessness and crisis environments during their recovery process, provided that they do not actively participate in alcohol use. The applicant has provided operational materials addressing peer support staffing, emergency response, safety procedures, and general facility operations. The 24hr crisis intervention plan has been reviewed and approved by the Warner Robins Police Department. These materials are relevant to the City's review because the proposed use must be considered not only as a land use, but also as an operation located within an established residential area.

The surrounding area should be considered in terms of neighborhood compatibility, traffic, parking, safety, and the continued residential character of the property. A group home may be appropriate in a residential zoning district when it is operated in a manner that does not create impacts beyond what would reasonably be expected in a residential neighborhood. Any approval should remain subject to compliance with the City of Warner Robins Code of Ordinances, Appendix C, Zoning Ordinance, and all applicable building, fire, life safety, and state licensing requirements. This property is not located within a traditional neighborhood, accessible by internal residential streets – it is along N Davis Drive, which is comprised primarily of commercial properties.

STAFF RECOMMENDATION

Staff does not offer a formal recommendation on the proposed group home, however, it is encouraged that the voting authorities explore the suitability of the property to house the proposed number of

residents, including parking area versus vehicle count and house layout, as part of any prospective motions to approve.

PLANNING COMMISSION RECOMMENDATION

7-14-26 Planning Commission unanimously recommended approval as submitted.

ALTERNATIVES

While the formal staff recommendation remains, any member of the voting authorities offers the following alternatives for consideration.

1. Consideration could be made to approve the request with conditions intended to preserve the residential character of the property and reduce potential impacts on surrounding residences.
2. Consideration could be made to deny the request if the voting authority finds that the proposed use is not compatible with the surrounding residential area or does not satisfy the applicable review standards of the City's zoning ordinance.

ATTACHMENTS

1. Application
2. Letter of intent
3. Operational and safety materials
4. Property information
5. Applicable supporting documents

Property Information

Property Owner/Applicant:

Delilah VARNUM

Address/Location

101 Regency Ct WARRNER ROBINS, GA 31088

Tract#:

Parcel#:

OW15780001000

Land Lot(s):

1

Land District#:

98/10

County:

Houston

Tax Parcel#:

Total Acres:

Survey Prepared by:

Recorded in Plat Book#:

Page#:

Present Zoning:

Applicant's Request:

Requesting a Special exception to allow the operation of a peer-supported recovery residence/group home for adult men in a residential setting. Residents are Veterans and individuals transitioning from homelessness, crisis environments and instability. The residence will provide accountability, transition support, life skills development within a residential home environment.

Authorization:

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

This form is to be executed under oath.

Delilah VARNUM

, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This

19

day of

May20 26.

Print Name

Delilah VARNUM

Applicant Signature

Delilah Varnum

May 20, 2026

Dear City of Warner Robins Planning and Zoning Department,

I am writing to request a special exception permitting House of Varnum Recovery Home to operate as a group home in Warner Robins. Our mission is to provide a safe, structured recovery residence for individuals struggling with homelessness, life instability, or crisis environments with a strong focus on serving Veterans. As retired United States Marines, we are especially dedicated to helping Veterans find stability and rebuild their lives.

Our focus is peer support, life-skills development, and a faith-based, home-like environment. We will comply fully with all city regulations and ensure we integrate harmoniously into the community. We appreciate your consideration and look forward to collaborating in support of these individuals.

Sincerely,



Delilah Varnum

DRAFT



Overview



Legend

-  Parcels
-  Roads

Parcel ID 0W1570 001000
 Class Code Residential
 Taxing District Warner Robins
 Acres n/a

Owner

VARNUM LEON ANTONIO
 VARNUM DELILAH ELIZABETH TURNER
 101 REGENCY CT
 WARNER ROBINS, GA 31088

Last 2 Qualified Sales

Date	Price	Reason
04/17/2014	\$246880	FM
01/15/2014	\$53200	19

Physical Address

101 REGENCY CT

Assessed Value

Value \$346800

Land Value

Value \$36000

Improvement

Value \$302800

Value**Accessory Value**

Value \$8000

(Note: Not to be used on legal documents)

Date created: 5/20/2026

Last Data Uploaded: 5/20/2026 2:14:16 AM

Developed by  **SCHNEIDER**
 GEOSPATIAL

**GROUP RESIDENCE HOME
ZONING COMPLIANCE APPLICATION
FOR SPECIAL EXCEPTION ONLY**

Adults 1

Juveniles _____

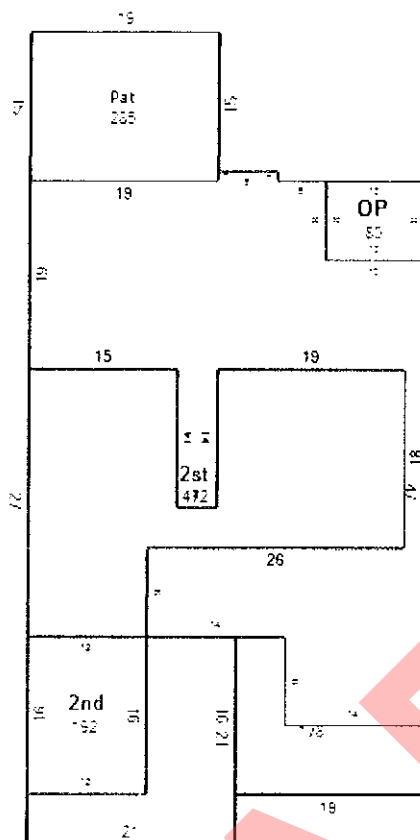
LOCATION OF PROPERTY/BUSINESS ADDRESS (LEGAL ADDRESS) <u>101 Regency Ct</u>		CITY <u>Warner Robins</u>	STATE <u>GA</u>	ZIP CODE <u>31088</u>
IS THE APPLICANT THE OWNER OF THE PROPERTY? ☒ YES OR ☐ NO	PROPERTY OWNER'S NAME: <u>Leon + Delilah Varnum</u>		HOW LONG HAS PROPERTY BEEN OWNED BY THIS PERSON? <u>11</u> YEARS <u>0</u> MONTHS	
DOES THE APPLICANT RESIDE AT THE PROPERTY FULL TIME? YES OR ☒ NO If NO, where does the applicant reside either Full time or Part time?				
ADDRESS <u>212 Sidney David St</u>		CITY <u>Warner Robins</u>	STATE <u>GA</u>	ZIP CODE <u>31088</u>
BUSINESS NAME (if any): <u>House of Varnum Recovery Home</u>		MAP & PARCEL #	ZONING: <u>R3</u>	
APPLICANT NAME: <u>Delilah VARNUM</u>		2ND APPLICANT NAME (IF APPLICABLE)		
APPLICANT'S ADDRESS <u>212 Sidney David St</u>		CITY <u>Warner Robins</u>	STATE <u>GA</u>	ZIP CODE <u>31088</u>
CONTACT NUMBER <u>404-493-3566</u>	2ND NUMBER/CELL NUMBER <u>[REDACTED]</u>	EMAIL <u>Support@HouseofVARNUM.COM</u>		
WILL ANY MEDICAL/NURSING/PERSONAL SERVICES BE PROVIDED? YES OR ☒ NO	WHAT LICENSES ARE REQUIRED TO OPERATE THE GROUP RESIDENCE? <u>House of Varnum Recovery Home operates as a peer supported recovery residence and will comply with all applicable local, state, and national requirements</u>			
TOTAL NUMBER OF PEOPLE BEING CARED FOR: <u>1</u>	IS THIS A NEW OR EXISTING HOME? ☒ NEW OR ☐ EXISTING			
WILL THIS BUSINESS LOCATION REQUIRE ANY CHANGES, ALTERATIONS AND/OR ADDITIONS TO THE BUILDING? (IF YES, PLEASE PROVIDE INFORMATION) YES OR ☒ NO	WILL YOU NEED ANY ADDITIONAL ELECTRICAL OR PLUMBING WORK? (IF YES, PLEASE PROVIDE INFORMATION) YES OR ☒ NO			

I have provided the required information as listed above. I understand that unless otherwise noted the zoning approval is valid for 90 days to which I must obtain my business license before expiration. I understand that after the zoning review has been completed, additional permits may be required. In addition, I understand that if another group residence home within 500-feet obtains final approval before this application receives final approval, this GRH may not continue.

Applicant's Signature [Signature]Date: 5/22/2024

Applicant's Signature _____

Date: ____/____/____



2022-11-03 11 20 30

USE THE FOLLOWING ESTIMATES AT YOUR OWN DISCRETION.

The amounts below do not represent, nor are they intended to represent, the actual property tax for this parcel.

These amounts represent unofficial property tax estimates based on the current year's property value, applicable exemptions and the 2025 millage/tax rates for your tax district.

Please note: the mortgage tax rates used in these estimates are not official, and they have not been approved by the respective legislative authorities for tax on for-hire property.

Tax Type	Description	Asmt Pct	Cov Exempt	HS Exempt	Millage	Est Tax
1	STATE	0.4				\$0.00
2	COUNTY	0.4			7.586	\$1,052.33
3	CO/MDT	0.4			0.915	\$126.93
4	SCHOOL	0.4			4.98	\$690.83
5	SCH/MDT	0.4			6.739	\$934.83
8	WARNER ROBINS	0.4			9.98	\$1,384.43

Total Est Tax
\$4,189.35

No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes.

User Privacy Policy GDPR Privacy Notice
Last Data Upload: 5/20/2026, 2:14:16 AM

Houston County, GA

Summary

Parcel Number 0W1570 001000
Account/Realkey 62915
Location Address 101 REGENCY CT
Legal Description LOT 1 REGENCY PLACE 98/10TH
(Note: Not to be used on legal documents)
Class R3-Residential
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning R3
Tax District Warner Robins (District 4)
Millage Rate 29.173
Acres 0
Homestead No (S0)
Exemption
Landlot/District 98 / 10

[View Map](#)


Owner

VARNUM LEON ANTONIO
VARNUM DELILAH ELIZABETH TURNER
 101 REGENCY CT
 WARNER ROBINS, GA 31088

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	REGENCY PLACE	Lot	13,057	0	0	0	1

Residential Improvement Information

Style One Family
Heated Square Feet 2820
Interior Walls Sheetrock
Exterior Walls Masonry (brick)
Foundation Masonry
Attic Square Feet 0
Basement Square Feet 0
Year Built 2014
Roof Type Asphalt Shingles
Flooring Type Carpet/Tile
Heating Type Central Heat/AC
Number Of Rooms 0
Number Of Bedrooms 5
Number Of Full Bathrooms 3
Number Of Half Bathrooms 0
Number Of Plumbing Extras 9
Value \$302,800
Condition Excellent
Fireplaces\Appliances Gas Ventless 1
House Address 101 REGENCY CT

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Home Site	2014	2x0 / 1	0	\$8,000

Permits

Permit Date	Permit Number	Type
12/20/2013	27147	NEW CONSTRUCT

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/7/2025	10727 335	75 64	\$0	Remainder to survivor / joint tenancy deed	VARNUM LEON A	VARNUM LEON ANTONIO & DELILAH ELIZABETH*
4/17/2014	6546 1	75 64	\$246,880	Fair market value improved sale	OCONEE CAPITAL INVESTMENTS LLC	VARNUM LEON A
1/15/2014	6473 214	75 64	\$53,200	Multiple parcels sale	NETSOFT PROPERTIES LLC	OCONEE CAPITAL INVESTMENTS LLC

Valuation

	2025	2024	2023	2022	2021
Previous Value	\$331,800	\$308,900	\$285,200	\$264,600	\$234,700
Land Value	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000
+ Improvement Value	\$302,800	\$287,800	\$264,900	\$241,200	\$223,600
+ Accessory Value	\$8,000	\$8,000	\$8,000	\$8,000	\$5,000
= Current Value	\$346,800	\$331,800	\$308,900	\$285,200	\$264,600

Photos



Sketches



THE GARR NETWORK

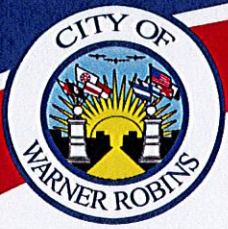
Cultivating a Community of Ethical Operators

Having met and displayed the professional and ethical standards as set forth by the Georgia Association of Recovery Residences, this certificate is proudly presented to:

House of Varnum Recovery Home

**Committed to Standards, Advocacy, Ethics and Education for
Recovery Residence Services in Georgia**

NARR Authorized Agent



CITY OF WARNER ROBINS

THE INTERNATIONAL CITY

Good afternoon,

MAYOR

LaRhonda W. Patrick

MEMBERS OF THE COUNCIL

Post 1

Derek Mack

Post 2

Charlie Bibb

Post 3

Keith Lauritsen

Post 4

Kevin Lashley

Post 5

Clifford Holmes, Jr.

Post 6

Larry Curtis, Jr.

CITY ADMINISTRATOR

James T. Drinkard

CITY CLERK

Mandy Stella

CITY ATTORNEY

Julia Bowen Mize

I have completed my review of the House of Varnum Recovery Home 24-Hour Crisis Intervention Plan.

Based on this review, the plan is comprehensive, well organized, and addresses the emergency response, resident safety, crisis intervention, evacuation, medical emergency, documentation, and continuity of operations considerations expected for an adult peer-supported recovery residence. The plan establishes clear procedures for responding to behavioral health crises, medical emergencies, severe weather events, fire emergencies, environmental hazards, missing residents, and other critical incidents while maintaining an emphasis on resident safety and accountability.

Additionally, the plan incorporates an appropriate chain of command, emergency contact resources, incident documentation requirements, emergency relocation procedures, Narcan response protocols, and annual policy review requirements. These additions significantly strengthen the document and demonstrate a commitment to maintaining a safe and supportive recovery environment.

Based upon my review, the Crisis Intervention Plan meets the standards and objectives for emergency preparedness and crisis response appropriate for the operation of House of Varnum Recovery Home. Thank you for your commitment to maintaining a safe and structured environment for the residents and staff in your care. Should any updates or revisions be made in the future, please ensure they are documented and submitted accordingly.

Thank you for the opportunity to review this document. Please feel free to contact me if any future revisions or updates are needed.

Respectfully,

Greg Martin

Officer Greg Martin
Community Initiatives
Warner Robins Police Department

101 Regency Court

From Kevin Kendrick <kkendrick@wrga.gov>

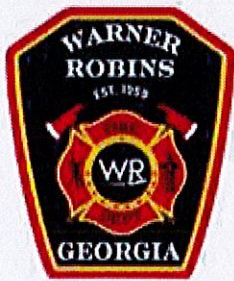
Date Wed 6/10/2026 4:49 PM

To Darin Curtis <dcurtis@wrga.gov>

Darin,

Captain Powell and Ray Robinson visited the house located at 101 Regency Court today. Everything is in perfect order. I will sign anything you need for this after the access meeting tomorrow.

Thanks,



Kevin Kendrick

Assistant Chief of Prevention

WARNER ROBINS FIRE DEPARTMENT

✉ kkendrick@wrga.gov

☎ (478) 293-1061

☎ (478) 403- 8671 Cell

📍 Warner Robins Fire
Prevention Division

📍 109 N. Pleasant Hill Rd.
Warner Robins, GA 31093



24-HOUR CRISIS INTERVENTION PLAN

House of Varnum Recovery Home

ADULT RECOVERY RESIDENCE

101 Regency Court

Warner Robins, Georgia 31088

Phone: (404) 493-3566

Email: support@houseofvarnum.com

PRESENTED BY

Delilah Elizabeth Varnum

Executive Director / Resident Manager

In Alignment with GARR • NARR • U.S. Department of Veterans Affairs (VA) Standards

Date: June 2, 2026

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Sec. XX

Annual Review Policy

Policy

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Facility Overview & Purpose

24-HOUR CRISIS INTERVENTION PLAN — ADULT RECOVERY RESIDENCE

Field	Detail
Facility Name	House of Varnum Recovery Home
Program Type	Adult Peer-Supported Recovery Residence
Population Served	Adults 18 years of age and older
Priority Placement	Veterans, individuals experiencing homelessness, individuals transitioning from treatment, incarceration, crisis stabilization, or unstable living environments
Operating Model	Structured, faith-centered, peer-supported recovery housing
Hours of Operation	24 Hours Per Day 7 Days Per Week
Maximum Occupancy	6 Residents
Compliance Standards	GARR, NARR & U.S. Department of Veterans Affairs (VA) Standards

Purpose

The purpose of this 24-Hour Crisis Intervention Plan is to establish procedures for responding to emergencies, behavioral incidents, medical concerns, safety threats, and resident crises while maintaining compliance with the standards established by the City of Warner Robins, Georgia, National Alliance for Recovery Residences (NARR), Georgia Association of Recovery Residences (GARR) and U.S. Department of Veterans Affairs (VA).

House of Varnum Recovery Home is not a medical, psychiatric, or clinical treatment facility. The residence provides peer-supported recovery housing in a structured residential environment designed to promote accountability, stability, safety, and long-term recovery.

Section I

CLIENT PLACEMENT & REFERRAL SOURCES

Placement Process

Residents are admitted through a screening and intake process designed to assess appropriateness for the recovery residence environment. Potential residents may be referred by:

- Hospitals
- Detoxification centers
- Residential treatment programs
- Intensive Outpatient Programs (IOP)
- Drug Courts
- Veterans organizations
- Community outreach agencies
- Behavioral health providers
- Faith-based organizations
- Self-referrals
- Family referrals
- Reentry and homelessness programs

Placement Criteria

Residents must:

- Be 18 years of age or older
- Demonstrate willingness to participate in structured recovery living
- Agree to program rules and community standards
- Be medically stable
- Not require 24-hour medical or psychiatric supervision
- Be capable of participating in peer-supported living

Potential Referral Agencies

Examples may include:

- Department of Veterans Affairs
- Local hospitals and rehabilitation providers

- Recovery organizations
- Emergency shelter programs
- Community case management agencies

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Section II

EMERGENCIES

Chain of Command During Emergencies

Emergency authority shall be exercised in the following order:

- 1 Executive Director / Resident Manager
- 2 Program Director
- 3 On-Call Staff
- 4 Resident Assistant (Onsite)
- 5 Emergency Responders

The Resident Assistant serves as the primary onsite point of contact during routine operations and emergencies occurring within the residence. Emergency responders shall assume authority whenever a situation presents an immediate threat to life, health, or safety.

FIRST RESPONSE PROTOCOL

In the event of an emergency (see below), please

DIAL 911 IMMEDIATELY

, then inform/call your Resident Assistant immediately. If you cannot get in contact with your Resident Assistant, contact your Executive Director/House Manager, and/or another Staff Member immediately.

24-Hour Emergency Contacts | House Manager Contacts

- Home 1 (House of Varnum | Warner Robins) — Delilah Varnum: (404) 493-3566
- Home 1 (House of Varnum | Warner Robins) — Leon Varnum: (760) 622-6629
- Home 1 (House of Varnum | Warner Robins) — Cynthia Wellborn: (478) 297-7703
- Home 1 (House of Varnum | Warner Robins) — Chuck Wellborn: (478) 273-1962

After 911 and House Manager Informed of Emergency

1. The Resident Assistant calls the Executive Director and informs of the situation.
2. Everyone moves to a safe place to wait for the arrival of emergency assistance.
3. Do not move an injured person or give CPR or First Aid unless you are qualified.

Situations Requiring Immediate 911 Call

- Fire
- Violence or a threat of violence
- Suspicious persons hanging around premises
- Burglary
- A life-threatening medical situation
- Chest pain
- Shortness of breath
- Suicide attempt
- Unconscious individual
- Injury in which there is a broken bone/bleeding that cannot be stopped
- Serious fall
- Unable to wake someone
- Ingestion of toxic chemicals or substances
- Individual out of control
- Individual hallucinating
- Individual having an extreme allergic reaction
- Extreme paranoid behavior

Intervention for the Agitated or Dangerous Resident

If residents are found to act in such a way of having threatening and/or violent behavior, then the following procedure will be implemented:

1. The House Manager, Staff, Resident Assistant or Resident will call out "Help" in a loud voice and ask for help from residents that are present.
2. The House Manager/Resident Assistant will instruct a resident to call 911 and inform them that there is a resident who is a danger to themselves or others and is potentially violent. Then the House Manager/Resident Assistant will approach the resident and attempt a verbal intervention. If the resident calms down, then wait with the resident until the police arrive and apprise them of the situation. If the resident does not calm down, do your best to ensure the safety of those present and vacate the premises with all other residents and wait in a safe location for the police to arrive.
3. Place hands on the resident only if necessary and under the observation of other home residents.
4. Once resident safety is insured, the House Manager will have a follow up meeting immediately with all residents who were involved in the incident.
5. Document the incident and place in the resident's file.

Emergency Resource Directory

Emergency Resource	Contact
Police — Emergency	911
Police — Non-Emergency	(478) 302-5378
Houston County Sheriff's Office	(478) 542-2125
Fire Department	(478) 293-1020
Preferred Hospital	1601 Watson Blvd., Warner Robins, GA 31093
Emory Hospital Warner Robins	(478) 922-4281
Georgia Crisis & Access Line (GCAL)	1-800-715-4225
National Suicide & Crisis Lifeline	988

Non-Emergencies

In an event of a serious situation that is a non-emergency (see below), inform/call your House Manager immediately. If you cannot get in contact with your House Manager, contact your Resident Assistant, and/or another House Manager immediately.

The following are considered non-emergencies:

- Drugs, alcohol, and/or weapons on the premises
- Suspicion or knowledge of someone using/having used drugs or alcohol
- Plumbing problems or maintenance issues in the house
- Power out for more than a half an hour
- Individual who may be in withdrawal and having difficulties
- Curfew violations

Medical Emergency Procedures

In the event of a medical emergency:

1. Staff or residents will immediately call 911.
2. Basic first aid and/or CPR will be administered by trained personnel if appropriate.
3. The Program Director, House Manager, or On-Call Staff will be notified immediately.
4. Emergency responders will be provided:
 - Resident name
 - Known medical concerns
 - Current medications (if disclosed)
 - Emergency contact information

5. Incident documentation will be completed within 24 hours.

Examples of Medical Emergencies

- Overdose
- Chest pain
- Seizure
- Loss of consciousness
- Severe injury
- Suicidal attempt requiring emergency care
- Respiratory distress

Hospital Transportation

Emergency transportation will occur through:

- Emergency Medical Services (EMS)
- Ambulance transport
- Law enforcement assistance if necessary

Staff members will not transport unstable individuals in personal vehicles during life-threatening emergencies.

Section III

PSYCHOLOGICAL EMERGENCIES

Psychological Crisis Response

House of Varnum Recovery Home recognizes that residents may experience mental health or emotional crises. Examples include:

- Suicidal ideation
- Threats of self-harm
- Severe emotional instability
- Hallucinations
- Violent behavior
- Panic episodes
- Psychiatric decompensation

Crisis Intervention Procedures

1. Staff will remain calm and attempt verbal de-escalation.
2. Residents in crisis will not be left alone if they present danger to themselves or others.
3. Emergency services or mobile crisis units will be contacted if necessary.
4. 911 will be called when immediate intervention is required.
5. Staff will contact emergency contacts when appropriate.
6. Incident reports will be completed and documented.

Suicide Prevention

Any expression of suicidal thoughts will be treated seriously. Immediate assessment and emergency referral procedures will be initiated.

Crisis / Emergency Hotlines

Abuse Hotline: (239) 939-2553; (800) 500-1119

Anorexia Disorders: (847) 831-3438

Domestic Violence: (800) 799-7233

Hep C: (415) 989-5212; (877) 435-7443

Mental Health: (800) 969-6642

PTSD: (800) 273-8255

Suicide Hotline: (800) 273-8255

AIDS/HIV Hotline: (800) 352-2437

Depression/Bipolar: (800) 826-3632

Eating Disorders: (800) 931-2237

Hope Line: (800) 442-4673

Postpartum: (800) 994-4773

Sexual Assault: (800) 656-4673

Victims of Crime: (800) 394-2255

Section IV

LEAVING PREMISES WITHOUT PERMISSION

Unauthorized Departure Procedures

If a resident leaves the premises without authorization, violates curfew, or departs during a crisis situation:

1. Staff will attempt immediate phone contact. If no response is received, a second contact attempt shall be made within fifteen (15) minutes and a third contact attempt shall be made within thirty (30) minutes of the initial contact attempt.
2. Emergency contacts shall be notified when appropriate. For purposes of this policy, "when appropriate" means after three (3) unsuccessful contact attempts have been made and one (1) hour has elapsed from the initial contact attempt. Emergency contacts may be notified sooner if House Management determines the resident may be at risk of harm or is otherwise considered vulnerable.
3. If the individual is considered endangered, impaired, suicidal, or mentally unstable, law enforcement shall be contacted for a welfare check.
4. Documentation of the incident will be completed by House Management.
5. Upon return, staff will assess safety and determine continued program appropriateness.

Section V

MISSING PERSON / WELFARE CHECK PROCEDURES

Definitions

Missing Resident: A resident whose whereabouts are unknown and who has failed to return, communicate, or respond within an expected timeframe.

Welfare Check: Reasonable efforts made to determine the safety and well-being of a resident whose whereabouts or condition are unknown.

Circumstances Requiring a Welfare Check

A welfare check shall be initiated when:

- A resident fails to return by curfew without notification.
- A resident misses required appointments or house obligations and cannot be contacted.
- A resident leaves the residence under emotional distress, crisis, or unusual circumstances.
- A resident is believed to be at risk of relapse, overdose, self-harm, victimization, or medical emergency.
- Family members, treatment providers, probation officers, or other authorized parties express credible concerns regarding the resident's safety.
- House Management has reasonable cause to believe the resident may be in danger.

Initial Response

Upon learning that a resident may be missing or unaccounted for, the Resident Assistant or House Management shall:

- Verify the resident's absence.
- Determine when the resident was last seen.
- Review sign-out logs, communication records, and approved passes.
- Attempt to contact the resident by telephone, text message, email, or other available means.
- Speak with other residents who may have information regarding the resident's whereabouts.

Emergency Risk Assessment

House Management shall assess whether the resident presents any elevated risk factors, including:

- Recent relapse or substance use concerns
- Threats of self-harm or suicide
- Medical or mental health concerns
- Recent emotional crisis

- History of overdose
- Vulnerability due to age, disability, or health condition
- Court-ordered supervision requirements

High-Risk Situations

If there is reason to believe the resident may be in immediate danger, House Management shall:

- Contact 911 immediately.
- Request a welfare check from local law enforcement.
- Notify emergency contacts when appropriate.
- Document all actions taken.

Non-Emergency Welfare Check Procedures

If immediate danger is not suspected:

1. Attempt Contact

House Management shall make reasonable efforts to contact the resident through:

- Telephone calls
- Text messages
- Email
- Emergency contact information
- Approved recovery support contacts

2. Contact Emergency Contact

If the resident remains unreachable and concern exists for their safety:

- The resident's designated emergency contact will be notified.
- Relevant treatment providers, case managers, or supervision officers shall be notified when appropriate and legally permissible.

3. Request Law Enforcement Welfare Check

If reasonable efforts fail and concern remains:

- A welfare check shall be requested through local law enforcement.
- House Management shall provide available information regarding the resident's description, last known location, and known risk factors.

Curfew Violations

Residents who fail to return by curfew will be subject to program consequences in accordance with House Rules and Resident Agreements. However, the primary concern shall always be resident safety before disciplinary action is considered.

Resident Return Procedure

When a resident returns after being reported missing or subject to a welfare check:

- House Management shall meet with the resident.
- The resident's safety and well-being shall be assessed.
- Any medical or behavioral health concerns shall be addressed.
- Appropriate documentation shall be completed.
- Additional recovery supports or interventions shall be recommended.

Documentation

House Management shall document:

- Resident name
- Date and time concern was identified
- Last known contact or sighting
- Efforts made to locate the resident
- Individuals contacted
- Law enforcement involvement, if any
- Outcome of the welfare check
- Follow-up actions taken

Documentation shall be maintained in the resident's file and administrative records and copies shall be given to the required local, legal, regulatory and organization authorities.

Resident Rights

House of Varnum Recovery Home respects the rights of residents to freedom of movement, privacy, dignity, and confidentiality. This procedure is intended solely to promote resident safety and shall not be used to restrict lawful resident activities or freedoms.

Confidentiality

Information regarding a missing resident or welfare check shall only be shared with individuals who have a legitimate need to know, including:

- Emergency responders
- Law enforcement
- Designated emergency contacts
- Authorized treatment providers
- Supervising agencies when applicable

Residents maintain freedom of movement unless legally restricted; however, violation of program agreements shall result in disciplinary review or discharge.

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Section VI

PHYSICAL FIGHTS & VIOLENT INCIDENTS

ZERO-TOLERANCE POLICY

House of Varnum Recovery Home maintains a zero-tolerance policy for violence, threats, intimidation, or physical aggression.

Violence Prevention & Response — Intervention Procedures

1. Staff will attempt verbal de-escalation when safe.
2. Residents involved will be separated immediately.
3. 911 will be contacted if violence escalates or injuries occur.
4. Weapons are strictly prohibited on the property.
5. Medical treatment will be sought if necessary.
6. Incident reports will be completed immediately.
7. Program leadership will review the situation for possible discharge or additional intervention.

Resident Safety

All efforts will prioritize the safety of residents, staff, neighbors, and visitors.

Section VII

EMERGENCY EVACUATION METHOD

Emergency Situations Requiring Evacuation

- Fire
- Gas leaks
- Severe weather
- Structural damage
- Power outages
- Natural disasters
- Environmental hazards

Evacuation Procedures

1. Residents will exit immediately through designated exits.
2. Staff will conduct accountability checks at the designated assembly area.
3. Emergency services will be contacted.
4. Residents will not re-enter the building until authorized.
5. Emergency contact notifications will occur when necessary.

Fire Safety Procedures

- Smoke detectors will remain operational.
- Fire extinguishers will be maintained and accessible.
- Emergency exits will remain unobstructed.
- Residents will receive evacuation orientation during intake.

Fire Prevention Measures

House of Varnum Recovery Home shall:

- Maintain operational smoke detectors throughout the residence.
- Maintain operational carbon monoxide detectors where required.
- Maintain fire extinguishers in designated locations.
- Ensure all exits remain unobstructed and accessible.
- Maintain compliance with applicable fire safety regulations.
- Conduct routine inspections of fire safety equipment.

- Address electrical, structural, or environmental hazards promptly.
- Ensure emergency contact information is readily available.

Resident Responsibilities

Residents are expected to:

- Follow all fire safety rules.
- Immediately report fire hazards.
- Keep exits, hallways, and doorways free of obstructions.
- Use electrical appliances safely.
- Refrain from tampering with smoke detectors, fire extinguishers, alarms, or safety equipment.
- Participate in fire safety training and evacuation drills.

Prohibited Activities

The following activities are prohibited:

- Smoking or vaping inside the residence.
- Open flames inside bedrooms.
- Burning candles, incense, or similar items unless specifically authorized.
- Overloading electrical outlets or extension cords.
- Tampering with electrical wiring.
- Disabling or covering smoke detectors.
- Improper storage of flammable materials.

Fire Emergency Response

1. Discovery of Fire

Any person who discovers a fire, smoke, or signs of a fire emergency shall:

- Immediately notify all occupants by activating the fire alarm.
- Evacuate the area immediately.
- Call 911 as soon as it is safe to do so.
- Report the emergency to House Management or the Resident Assistant.

2. Activation of Fire Alarm

In the event of an active fire, ANY resident shall:

- Activate the fire alarm immediately upon discovering a fire.
- Follow evacuation procedures without delay.

3. Evacuation Procedures

Upon discovery of a fire, smoke condition, or activation of the fire alarm:

- All residents and occupants shall evacuate immediately.
- Exit the residence using the nearest safe exit.
- Do not stop to gather belongings.
- Close doors behind you when safe to do so.
- Never use unsafe or blocked exits.
- Proceed directly to the designated assembly area.

Resident Accountability — Upon Evacuation

- The Resident Assistant or House Management shall conduct an accountability check.
- All residents, visitors, and staff shall be accounted for.
- Missing individuals shall be reported immediately to emergency responders.

Assembly Area | Designated Meeting Areas

In the event of a fire or emergency evacuation, all residents shall immediately exit the residence using the nearest safe exit and move a safe distance away from the structure.

- **Rear exit:** Proceed toward Lakeview Road and continue to the designated assembly area located at the corner of Lakeview Road and Nadina Court.
- **Front exit:** Proceed away from the residence toward Nadina Court and continue south to the designated assembly area located near Legacy Court.

Once at the designated assembly area, residents shall remain together and await further instructions. No resident shall leave the assembly area or re-enter the residence until authorized by emergency responders or House Management.

Resident accountability will be conducted immediately upon arrival at the designated meeting area.

Use of Fire Extinguishers

Residents are not required to fight fires. A fire extinguisher shall only be used when:

- The fire is small and contained.
- A safe exit route remains available.
- The individual feels confident and safe using the extinguisher.
- Emergency services have been notified.

Personal safety shall always take priority over property protection.

Resident Assistant Responsibilities

The Resident Assistant shall:

- Assist with evacuation efforts.

- Ensure emergency services have been contacted.
- Conduct resident accountability checks.
- Report missing persons to emergency responders.
- Assist residents in remaining calm and organized during the emergency.
- Notify House Management as soon as practical.

Re-Entry Procedures

No resident, visitor, or staff member shall re-enter the residence until:

- The fire department authorizes re-entry; and
- House Management determines the residence is safe for occupancy.

Temporary Relocation

If the residence becomes unsafe or uninhabitable:

- House Management shall coordinate temporary housing arrangements.
- Residents shall receive information regarding alternative accommodations.
- Recovery support services shall continue whenever reasonably possible.

Post-Incident Procedures

Following a fire-related incident:

- The residence shall be inspected for damage.
- Necessary repairs shall be completed before re-occupancy.
- Damaged safety equipment shall be replaced immediately.
- An incident report shall be completed.
- Emergency response procedures shall be reviewed for improvement opportunities.

Documentation

House Management shall document:

- Date and time of incident
- Cause of fire, if known
- Emergency services involvement
- Evacuation activities
- Resident accountability results
- Injuries or medical treatment
- Property damage
- Temporary relocation efforts

- Corrective actions taken

All records shall be maintained in administrative files and copies shall be given to the required legal, regulatory and organization authorities.

Fire Drills

House of Varnum Recovery Home shall conduct and document periodic fire evacuation drills to ensure residents understand emergency procedures and evacuation routes.

Policy Review

This procedure shall be reviewed annually and updated as necessary to ensure compliance with applicable local, fire safety regulations, recovery residence standards, and emergency preparedness requirements.

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Section VIII

SEVERE WEATHER PROCEDURES

Georgia is subject to severe thunderstorms, tornadoes, and high-wind events.

Tornado Watch

- Monitor weather alerts.
- Prepare shelter locations.
- Inform residents.

Tornado Warning

- Immediately relocate residents to the designated shelter area.

Designated Shelter Location

Interior hallway, bathroom, or interior room away from windows.

Accountability Procedures

Resident headcounts shall occur:

- Before sheltering
- During sheltering
- After the emergency

Post-Storm Procedures

Administration shall assess the structure for damage before residents resume normal activities.

Section IX

STRUCTURAL DAMAGE EMERGENCY PROCEDURE

Examples of Structural Damage

Structural damage may include, but is not limited to:

- Cracked or shifting foundations
- Significant wall or ceiling cracks
- Roof collapse or roof damage
- Sagging floors or ceilings
- Fire or smoke-related structural damage
- Flooding that affects structural components
- Damage caused by storms, tornadoes, or fallen trees
- Vehicle impact to the residence
- Any condition that creates a risk of partial or complete building collapse

Emergency Response Procedures

1. Immediate Safety Assessment

Any resident, Resident Assistant, staff member, volunteer, or visitor who observes structural damage shall immediately report the condition to House Management. If the damage appears severe or presents an immediate danger to occupants, all persons shall evacuate the affected area immediately.

2. Emergency Notification

The Resident Assistant or designated House Management representative shall:

- Call 911 if there is any risk of collapse, injury, fire, gas leak, or other life-threatening condition.
- Notify House Management immediately.
- Contact utility providers if necessary.
- Notify emergency responders of any known hazards within the residence.

3. Evacuation Procedures

If structural damage creates an unsafe environment:

- Residents shall evacuate the affected area or the entire residence as directed.
- Residents shall proceed to the designated assembly area.
- A resident accountability check shall be conducted immediately.

- No resident or visitor shall re-enter the damaged area until authorized by emergency personnel or qualified inspectors.

4. Securing the Area

The damaged area shall be restricted and secured to prevent entry. House Management shall:

- Block access to damaged areas.
- Post warning signs if necessary.
- Prevent unauthorized entry.
- Protect resident records and essential property when safe to do so.

5. Temporary Relocation

If the residence is deemed unsafe for occupancy:

- Residents shall be temporarily relocated to approved emergency housing or alternative accommodations.
- House Management shall assist residents in securing safe temporary placement.
- Recovery support services shall continue whenever possible.

6. Structural Inspection

Before any resident or staff member is permitted to return:

- A qualified building inspector, engineer, contractor, fire official, or other authorized professional shall assess the damage.
- Written clearance shall be obtained when required.
- Repairs shall be completed in accordance with applicable building and safety codes.

7. Documentation

House Management shall document:

- Date and time of the incident
- Description of the damage
- Actions taken
- Emergency services involved
- Resident relocation efforts
- Inspection findings
- Repair activities
- Final clearance for re-occupancy

All documentation shall be maintained in the administrative records of House of Varnum Recovery Home and copies shall be given to the required local, legal, regulatory and organization authorities.

Resident Responsibilities

Residents are expected to:

- Immediately report signs of structural damage.
- Follow evacuation instructions promptly.
- Participate in accountability checks.
- Avoid restricted areas.
- Comply with all emergency directives issued by House Management or emergency personnel.

Non-Retaliation

No resident shall be penalized for reporting structural concerns, safety hazards, or potential building damage.

Policy Review

This procedure shall be reviewed annually and updated as necessary to maintain compliance with House of Varnum Recovery Home policies, emergency preparedness standards, local ordinances, and recovery residence best practices.

Section X

POWER OUTAGE PROCEDURES

Definition

A power outage is the temporary loss of electrical power affecting part or all of the recovery residence. Power outages may occur due to:

- Severe weather
- Utility company service interruptions
- Electrical system failures
- Accidents involving utility infrastructure
- Natural disasters
- Equipment malfunctions

Emergency Response Procedures

1. Immediate Assessment

Upon discovery of a power outage, the Resident Assistant or House Management shall:

- Determine whether the outage affects only the residence or the surrounding area.
- Verify whether any resident is experiencing a medical or safety emergency.
- Assess immediate safety concerns.
- Contact the electric utility provider if necessary to report the outage and obtain restoration information.

2. Resident Notification

Residents shall be informed of:

- The outage status.
- Any known restoration timelines.
- Safety precautions.
- Emergency procedures if conditions worsen.

3. Emergency Lighting

House of Varnum Recovery Home shall maintain accessible emergency lighting supplies, including flashlights, battery-operated lanterns, and extra batteries. Residents shall be instructed to use flashlights rather than candles whenever possible. Open flames shall be discouraged due to fire risk.

4. Protection of Residents

During a power outage:

- Residents shall remain calm and stay together in common areas when appropriate.
- Hallways, exits, and walkways shall remain clear.
- The Resident Assistant shall conduct periodic safety checks.
- Residents shall avoid unnecessary movement in dark areas.

5. Medical and Health Considerations

If a resident depends on electrical equipment for medical needs:

- Emergency medical services shall be contacted if necessary.
- Alternative accommodations shall be arranged.
- Family members, healthcare providers, or emergency contacts shall be notified when appropriate.

6. Food Safety

If power is lost:

- Refrigerators and freezers should remain closed as much as possible.
- Perishable food shall be monitored for safety.
- Food that becomes unsafe due to temperature exposure shall be discarded.

House Management shall ensure residents have access to safe food and drinking water.

7. Heating and Cooling Considerations

During extreme temperatures:

- Residents shall be monitored for heat-related or cold-related illnesses.
- Alternative cooling or heating arrangements shall be implemented if necessary.
- Temporary relocation shall be considered when indoor conditions become unsafe.

8. Generator Safety

If a generator is utilized:

- Only approved equipment shall be used.
- Generators shall remain outside and away from doors, windows, and ventilation systems.
- Carbon monoxide safety precautions shall be followed at all times.
- Residents shall not operate generators unless authorized and trained.

9. Extended Power Outages

If power is not restored within a reasonable period or living conditions become unsafe:

- House Management shall evaluate the need for temporary relocation.
- Residents shall be transferred to approved alternative accommodations.
- Recovery support services shall continue whenever possible.

10. Restoration of Power

Once power is restored:

- Electrical systems shall be checked for proper operation.
- Refrigerated food safety shall be evaluated.
- Any damaged equipment shall be reported.
- Smoke detectors, carbon monoxide detectors, and safety systems shall be verified as operational.

Resident Responsibilities

Residents are expected to:

- Follow instructions provided by House Management.
- Use emergency lighting responsibly.
- Report safety concerns immediately.
- Conserve battery-powered devices.
- Avoid tampering with electrical systems.
- Participate in emergency relocation efforts if necessary.

Documentation

House Management shall document:

- Date and time of outage
- Duration of outage
- Utility company notifications
- Resident safety concerns
- Emergency actions taken
- Relocation efforts, if applicable
- Property damage or losses
- Resolution and restoration information

Documentation shall be maintained in the administrative records of House of Varnum Recovery Home and copies shall be given to the required local, legal, regulatory and organization authorities.

Emergency Supplies

House of Varnum Recovery Home shall maintain access to:

- Flashlights
- Extra batteries
- Battery-powered lanterns
- First aid supplies

- Bottled water
- Non-perishable food items
- Emergency contact information
- Fully charged portable phone chargers when available

Policy Review

This procedure shall be reviewed annually and updated as necessary to ensure continued compliance with local, recovery residence standards and emergency preparedness requirements.

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Section XI

NATURAL DISASTER PROCEDURES

Scope

This procedure applies to all residents, Resident Assistants, staff, volunteers, contractors, and visitors present at the residence. Natural disasters may include, but are not limited to:

- Tornadoes
- Severe thunderstorms
- Hurricanes and tropical storms
- Flooding
- Lightning storms
- High wind events
- Extreme heat
- Extreme cold
- Ice storms
- Earthquakes
- Wildfires
- Other natural emergencies affecting the safety of the residence

Preparedness

House Management shall:

- Maintain current emergency contact information.
- Ensure emergency exits remain accessible.
- Maintain emergency supplies and first aid equipment.
- Monitor weather alerts and emergency notifications.
- Review emergency procedures with residents during orientation and periodically thereafter.
- Identify designated shelter areas within the residence.
- Develop temporary relocation plans when necessary.

Resident Responsibilities

Residents shall:

- Follow all emergency instructions.

- Participate in emergency preparedness training and drills.
- Report weather-related concerns immediately.
- Assist in maintaining a safe environment.
- Cooperate with evacuation or shelter-in-place directives.

Emergency Supplies

House of Varnum Recovery Home shall maintain access to emergency supplies, including:

- First aid supplies
- Flashlights
- Extra batteries
- Bottled water
- Non-perishable food items
- Emergency contact lists
- Battery-powered weather radio or weather alert applications
- Portable phone charging devices when available

Emergency Response Procedures

1. Monitoring Conditions

House Management or the Resident Assistant shall monitor:

- National Weather Service alerts
- Local emergency management notifications
- Local news and emergency broadcasts

Residents shall be informed when severe weather warnings or emergency conditions exist.

2. Shelter-in-Place Procedures

When instructed by emergency officials or House Management:

- Residents shall move to designated shelter areas.
- Residents shall remain indoors and away from windows.
- Exterior doors shall remain secured.
- Attendance and accountability checks shall be conducted.

3. Evacuation Procedures

Evacuation shall be ordered when:

- Authorities issue evacuation directives.
- The residence becomes unsafe.
- Flooding, structural damage, fire, or environmental hazards threaten occupant safety.

During evacuation, residents shall follow directions from House Management and emergency personnel.

Tornado Procedures

- Residents shall immediately move to the designated interior shelter area.
- Stay away from windows, exterior walls, and doors.
- Residents shall remain sheltered until the threat has passed.
- Accountability checks shall be conducted before and after the event.

Flood Procedures

If flooding threatens the property:

- Residents shall avoid flooded areas.
- Electrical hazards shall be reported immediately.
- Evacuation shall occur if directed by emergency officials or House Management.
- Floodwaters shall never be entered on foot or by vehicle.

Hurricane and Tropical Storm Procedures

If advance warning is available:

- Emergency supplies shall be secured.
- Residents shall be informed of preparedness measures.
- Evacuation plans shall be reviewed.
- Relocation arrangements shall be implemented if necessary.

Extreme Heat Procedures

During periods of excessive heat:

- Residents shall be encouraged to remain hydrated.
- Cooling areas shall be utilized when available.
- Residents showing signs of heat exhaustion or heat stroke shall receive immediate medical attention.

Extreme Cold Procedures

During freezing conditions:

- Residents shall remain indoors when possible.
- Safe heating practices shall be followed.
- Pipes and water systems shall be monitored for freezing conditions.
- Alternative shelter arrangements shall be considered if utilities fail.

Wildfire Procedures

If wildfire smoke or fire threatens the residence:

- Residents shall follow evacuation instructions immediately.
- Windows and doors shall remain closed when sheltering in place.
- Emergency officials shall be contacted as appropriate.

Post-Disaster Assessment

Following a natural disaster:

- House Management shall inspect the property for damage.
- Structural hazards shall be reported immediately.
- Utility systems shall be assessed before use.
- Residents shall not enter unsafe areas.
- Temporary relocation shall be arranged if the residence is deemed unsafe.

Medical Emergencies During Natural Disasters

If injuries occur during a natural disaster:

- 911 shall be contacted immediately.
- First aid shall be provided within the scope of training.
- Incident documentation shall be completed.

Documentation

House Management shall document:

- Date and nature of the disaster
- Emergency actions taken
- Evacuations conducted
- Resident accountability records
- Property damage
- Injuries or medical incidents
- Temporary relocation efforts
- Communication with emergency services

All documentation shall be maintained in administrative records and copies shall be given to the required local, legal, regulatory and organization authorities.

Temporary Relocation

If the residence becomes uninhabitable:

- House Management shall coordinate temporary housing arrangements.

- Residents shall receive information regarding alternative accommodations.
- Recovery support services shall continue whenever reasonably possible.

Policy Review

This procedure shall be reviewed annually and updated as necessary to ensure compliance with applicable safety standards, emergency preparedness requirements, and recovery residence best practices.

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Section XII

ENVIRONMENTAL HAZARDS PROCEDURES

Definition of Environmental Hazards

Environmental hazards include any condition that may negatively impact the health, safety, or well-being of residents or compromise the safety of the residence. Examples include, but are not limited to:

- Mold or mildew growth
- Water intrusion or flooding
- Sewage backup
- Poor indoor air quality
- Carbon monoxide exposure
- Natural gas leaks
- Chemical spills or hazardous substances
- Smoke contamination
- Pest or insect infestations
- Rodent infestations
- Lead-based paint hazards
- Asbestos-containing materials
- Excessive heat or cold due to HVAC failure
- Contaminated water supply
- Storm-related debris or environmental contamination

Reporting Environmental Hazards

Residents, Resident Assistants, staff, volunteers, and visitors are required to immediately report any suspected environmental hazard to House Management. Reports should include:

- Location of the hazard
- Description of the condition
- Date and time discovered
- Any immediate safety concerns

Emergency Environmental Hazards

The following conditions shall be considered emergencies:

- Natural gas leaks
- Carbon monoxide alarms
- Sewage backups
- Significant flooding
- Chemical spills
- Fire-related smoke contamination
- Unsafe drinking water
- Conditions creating immediate health risks

In the event of an emergency environmental hazard:

- Residents shall evacuate affected areas as directed.
- 911 shall be contacted when necessary.
- Appropriate utility providers or emergency services shall be notified.
- The affected area shall be secured until hazards are eliminated.

Environmental Hazard Response Procedures

1. Initial Assessment

Upon notification of a hazard, House Management or the Resident Assistant shall:

- Assess the situation.
- Determine the level of risk.
- Restrict access to affected areas if necessary.
- Notify emergency services when appropriate.

2. Protection of Residents

If exposure poses a health or safety risk:

- Residents shall be removed from the affected area.
- Temporary relocation shall be arranged if necessary.
- Medical attention shall be sought for any resident experiencing symptoms or injury.

3. Hazard Mitigation

House Management shall arrange for qualified professionals to inspect, remediate, repair, or remove hazardous conditions. Examples include:

- Licensed plumbers for sewage or water issues.
- HVAC professionals for air quality concerns.
- Pest control providers for infestations.
- Environmental remediation specialists for mold, lead, asbestos, or hazardous materials.

- Utility providers for gas or electrical concerns.

4. Utility-Related Hazards

Gas Leak: If a gas odor is detected:

- Do not operate electrical switches or appliances.
- Evacuate the area immediately.
- Call 911 and the gas company from a safe location.
- Do not re-enter until authorized by emergency personnel.

Carbon Monoxide Alarm: If a carbon monoxide alarm sounds:

- Evacuate immediately.
- Call 911.
- Seek medical attention if symptoms are present.
- Do not return until cleared by emergency responders.

Water Contamination: If water safety is questioned:

- Suspend use of affected water.
- Provide bottled water when necessary.
- Follow guidance from local authorities and utility providers.

5. Severe Weather Environmental Hazards

Following severe weather events:

- The property shall be inspected for damage.
- Downed power lines shall be reported immediately.
- Floodwaters shall be avoided.
- Debris and unsafe conditions shall be addressed promptly.

Resident Responsibilities

Residents are expected to:

- Report hazards immediately.
- Follow safety instructions.
- Comply with evacuation orders when necessary.
- Avoid tampering with safety equipment.
- Cooperate with inspections and remediation efforts.

Documentation

House Management shall document:

- Nature of the hazard
- Date and time reported
- Individuals involved
- Corrective actions taken
- Emergency services contacted
- Contractor or remediation services utilized
- Resolution and clearance date

Documentation shall be maintained in the administrative records of House of Varnum Recovery Home and copies shall be given to the required local, legal, regulatory and organization authorities.

Preventive Measures

House of Varnum Recovery Home shall take reasonable steps to prevent environmental hazards by:

- Conducting routine property inspections
- Maintaining HVAC systems
- Monitoring smoke and carbon monoxide detectors
- Addressing maintenance concerns promptly
- Maintaining sanitation standards
- Conducting pest control services as needed
- Ensuring safe storage of cleaning products and chemicals
- Monitoring for water leaks and moisture intrusion

Non-Retaliation

No resident, staff member, volunteer, or visitor shall be subject to retaliation for reporting environmental hazards, safety concerns, or potential health risks.

Policy Review

This procedure shall be reviewed annually and revised as necessary to ensure compliance with recovery residence standards, local ordinances, and safety regulations.

Section XIII

INCIDENT DOCUMENTATION REQUIREMENTS

Definition of an Incident

An incident is any unusual, unexpected, emergency, safety-related, behavioral, medical, or operational event that affects or has the potential to affect residents, staff, visitors, property, or the operation of House of Varnum Recovery Home.

Incidents Requiring Documentation

The following events shall be documented through an Incident Report:

Resident Safety and Medical Incidents

- Medical emergencies
- Injury requiring first aid or medical attention
- Hospitalization
- Overdose incidents
- Narcan administration
- Suicide threats or attempts
- Self-harm incidents
- Mental health crises
- Welfare checks
- Missing resident events

Behavioral and Recovery Incidents

- Relapse or suspected substance use
- Positive drug or alcohol screening results
- Possession of prohibited substances
- Possession of prohibited items
- Resident conflicts or altercations
- Aggressive or threatening behavior
- Program rule violations resulting in corrective action

Property and Facility Incidents

- Fire or smoke events
- Power outages affecting resident safety
- Environmental hazards

- Structural damage
- Natural disasters
- Water damage or flooding
- Property destruction or vandalism
- Theft or suspected theft

Security and Legal Incidents

- Law enforcement response
- Arrests occurring on property
- Criminal activity
- Protective order violations
- Unauthorized visitors
- Resident AWOL or abandonment events

Other Significant Events

- Resident complaints involving safety concerns
- Allegations of abuse, neglect, exploitation, or misconduct
- Any event determined by House Management to present risk to residents or operations

Documentation Standards

All incident documentation shall:

- Be completed within 24 hours following the incident.
- Be factual, objective, and accurate.
- Avoid opinions, assumptions, or speculation.
- Include only observed facts and direct statements.
- Be written professionally and legibly.
- Maintain resident confidentiality.

Documentation shall include

- Date and time of incident
- Location of incident
- Individuals involved
- Witnesses, if any
- Description of events
- Actions taken
- Emergency services involvement
- Notifications made

- Outcome of the incident
- Follow-up actions required

Responsibility for Documentation

Resident Assistant

The Resident Assistant shall be responsible for:

- Responding to immediate situations within the scope of their role.
- Ensuring resident safety.
- Notifying House Management immediately of significant incidents.
- Completing an initial Incident Report before the end of their shift whenever possible.

House Management

House Management shall be responsible for:

- Reviewing all Incident Reports.
- Conducting follow-up investigations when necessary.
- Determining corrective actions.
- Ensuring required notifications are completed.
- Maintaining incident records.
- Identifying trends and risk management concerns.
- Reporting incidents to external agencies when required.

Program Director / Executive Leadership

When applicable, Executive Leadership shall:

- Review serious incidents.
- Approve corrective actions.
- Ensure mandated reporting and compliance with local authorities, GARR, NARR, VA, insurance, and legal requirements.
- Coordinate responses involving liability, safety, or regulatory concerns.

Emergency Reporting Requirements

The following incidents shall be reported to House Management immediately:

- Medical emergencies
- Overdoses
- Narcan administration
- Suicide threats or attempts
- Missing residents

- Law enforcement involvement
- Fires
- Structural damage
- Natural disasters
- Allegations of abuse, neglect, or exploitation
- Death of a resident
- Any incident requiring 911 response

VA Referral and Partner Notification

For residents referred by the Department of Veterans Affairs or partner agencies, House Management shall notify the referring case manager, social worker, or authorized representative when:

- Required by signed Release of Information forms.
- Required by funding agreements.
- Necessary for resident safety.
- Authorized by applicable law.

All notifications shall comply with confidentiality requirements.

Critical Incident Review

The following events shall be considered Critical Incidents:

- Resident death
- Overdose requiring Narcan administration
- Suicide attempt
- Hospitalization due to injury or illness
- Fire
- Significant property damage
- Criminal activity
- Allegations of abuse, neglect, or exploitation
- Major safety threats

Critical incidents shall be reviewed by House Management within twenty-four (24) hours after initial report.

Confidentiality Requirements

Incident reports are confidential records and shall be maintained separately from public files. Access shall be limited to:

- House Management
- Authorized staff
- Regulatory reviewers when required

- Legal representatives when authorized
- Government agencies with lawful authority

Residents shall not have access to reports involving other residents.

Record Retention

Incident reports shall be securely maintained in accordance with House of Varnum Record Retention Policies.

Documentation shall be maintained in the resident's file and administrative records and copies shall be given to the required local, legal, regulatory and organization authorities. Records shall be maintained electronically, physically, or both, provided confidentiality and security are preserved.

Quality Improvement

House Management shall periodically review incident reports to:

- Identify trends.
- Improve safety procedures.
- Enhance staff training.
- Reduce future risks.
- Strengthen recovery support services.

Protection Against Retaliation

Residents, staff, volunteers, and visitors who report incidents in good faith shall not be subject to retaliation.

Failure to Report

Failure to report a significant incident shall result in corrective action, retraining, volunteer removal, employment action, or other administrative consequences as appropriate.

Policy Review

This policy shall be reviewed annually and updated as necessary to maintain compliance with the City of Warner Robins, Georgia, GARR, NARR, Veterans Affairs housing expectations, and applicable laws.

Section XIV

EMERGENCY EVACUATION RELOCATION SITES

In the event that House of Varnum Recovery Home becomes temporarily uninhabitable due to fire, natural disaster, structural damage, utility failure, environmental hazards, or other emergency conditions, residents may be relocated to an approved emergency shelter location until it is safe to return or alternative housing arrangements can be secured.

House of Varnum Recovery Home maintains collaborative relationships with local recovery residences, group homes, and personal care home providers who may provide temporary housing accommodations for residents when space is available during an emergency.

PRIMARY RELOCATION SITE

Kingdom of Increase Global Ministries

3520 US-41, Byron, Georgia 31008

SECONDARY RELOCATION SITE

Community Outreach Service Center

404 Duke Avenue, Warner Robins, Georgia 31093

Alternative Emergency Housing

If either designated relocation site is unavailable or unable to accommodate all residents, House of Varnum Recovery Home will coordinate temporary placement through partnering recovery residences, group homes, personal care homes, hotels, shelters, or other appropriate community resources as available.

Transportation

House of Varnum Recovery Home owns and maintains two (2) six-passenger sport utility vehicles (SUVs) that will be utilized to transport residents to designated relocation sites during an emergency evacuation. Additional transportation assistance may be arranged through emergency management agencies, community partners, or other available resources when necessary.

House Management and the Resident Assistant shall be responsible for coordinating transportation, conducting resident accountability checks, and ensuring all residents are safely relocated to the designated emergency housing location.

Policy Review

This Emergency Evacuation Relocation Sites policy shall be reviewed at least annually by House of Varnum Recovery Home Management to ensure that all designated relocation sites, transportation resources, emergency contacts, and community partnerships remain current, accessible, and capable of supporting resident safety during an emergency. Revisions may be made at any time due to changes in facility operations, relocation site availability, transportation resources, local, legal, regulatory requirements, GARR and NARR standards, U.S. Department of Veterans Affairs (VA) guidelines, or other circumstances affecting emergency preparedness. Documentation of all reviews and updates shall be maintained in the administrative records of House of Varnum Recovery Home.

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Section XV

NALOXONE (NARCAN) PROCEDURES

Definitions

Naloxone (Narcan®): A medication used to temporarily reverse the life-threatening effects of an opioid overdose.

Suspected Opioid Overdose: A medical emergency involving a person who may have consumed opioids and is exhibiting signs of respiratory depression or unresponsiveness.

Common Signs of Opioid Overdose

Potential indicators include:

- Unresponsiveness
- Inability to wake the person
- Slow, shallow, or absent breathing
- Gasping for air
- Blue, gray, or pale lips and fingernails
- Pinpoint pupils
- Loss of consciousness
- Limp body
- Choking or gurgling sounds

CRITICAL REMINDER

Any suspected overdose shall be treated as a medical emergency.

Emergency Response Procedures — 7 Steps

Step 1

Ensure Scene Safety

- Assess the environment for potential dangers.
- Avoid contact with unknown substances.
- Use protective gloves if available.
- Ensure personal safety before rendering assistance.

Step 2 Assess Responsiveness

Attempt to wake the individual by:

- Calling their name loudly.
- Gently shaking their shoulders.
- Performing a sternum rub if trained to do so.

If the person does not respond, proceed immediately to emergency response procedures.

Step 3 Call 911

Immediately call 911 and provide:

- Exact location of the emergency.
- Condition of the individual.
- Suspected overdose information.
- Whether Naloxone has been administered.

Emergency medical services shall be contacted immediately regardless of whether the individual regains consciousness.

Step 4 Administer Naloxone

If Naloxone is available and an overdose is suspected:

- Follow manufacturer instructions.
- Administer one dose of Narcan nasal spray into one nostril.
- Note the time of administration.

Step 5 Provide Rescue Support

If trained and able:

- Provide rescue breathing or CPR according to training and certification.
- Continue monitoring the individual until emergency responders arrive.

Step 6 Additional Dose

If the individual does not respond within approximately 2-3 minutes and additional Naloxone is available:

- Administer a second dose according to manufacturer instructions.
- Continue monitoring and supporting breathing.



Monitor the Individual

Even if the person awakens:

- Remain with the individual.
- Keep the individual calm.
- Monitor breathing and responsiveness.
- Do not allow the individual to leave before emergency responders arrive.

Because Naloxone may wear off before opioids leave the body, overdose symptoms may return.

Post-Incident Procedures

After emergency responders assume care:

- House Management shall be notified immediately.
- An incident report shall be completed.
- Any used Naloxone shall be replaced promptly.
- Follow-up recovery support shall be offered to affected residents.

Documentation

House Management shall document:

- Date and time of incident
- Individual involved
- Observed symptoms
- Time 911 was contacted
- Time Naloxone was administered
- Number of doses administered
- Emergency responders involved
- Outcome of the incident
- Follow-up actions taken

All records shall be maintained in accordance with confidentiality requirements.

Naloxone Storage

Naloxone shall be:

- Stored in a secure but accessible location in the First Aid Station in the Living Room.
- Protected from extreme temperatures.
- Maintained according to manufacturer guidelines.
- Checked regularly for expiration dates.

Training Requirements

House of Varnum Recovery Home shall:

- Maintain Naloxone overdose response training for Resident Assistants and all residents, designated personnel, employees and volunteers.
- Provide annual refresher training when possible.
- Maintain documentation of completed training.

Resident Education

Residents shall receive information regarding:

- The dangers of opioid overdose.
- Availability of Naloxone within the residence.
- Emergency response procedures.
- How to seek emergency assistance.

Good Faith Emergency Response

Individuals acting in good faith during an overdose emergency are expected to:

- Call 911 immediately.
- Follow emergency response procedures.
- Cooperate with emergency responders.
- Prioritize preservation of life and safety.

Quality Assurance Review

Following any overdose incident, House Management shall conduct a review to:

- Evaluate response effectiveness.
- Identify training needs.
- Improve emergency preparedness procedures.
- Ensure adequate Naloxone supplies are maintained.

Policy Review

This procedure shall be reviewed annually and revised as necessary to ensure compliance with applicable laws, GARR standards, recovery residence best practices, and emergency preparedness requirements.

Section XVI

FIRST AID AND CPR PROCEDURE

In the event of a medical emergency, injury, illness, or accident occurring within the residence, the following procedures shall be followed:

1. Assess the situation and ensure the safety of all individuals involved.
2. Call 911 immediately for any life-threatening emergency, including but not limited to:
 - Unconsciousness
 - Difficulty breathing
 - Suspected heart attack
 - Suspected stroke
 - Severe bleeding
 - Seizures
 - Overdose
 - Serious injuries
 - Any condition requiring immediate medical attention
3. A certified staff member, volunteer, Resident Assistant, or other trained personnel shall provide First Aid and/or CPR within the scope of their training while awaiting emergency medical services.
4. If an Automated External Defibrillator (AED) is available, trained personnel shall use the AED according to manufacturer instructions and current certification guidelines.
5. Staff shall remain with the injured or ill individual until emergency responders arrive and assume care.
6. The Executive Director, Resident Manager, Program Administrator, or On-Call Staff shall be notified as soon as reasonably possible.
7. Emergency contact information shall be provided to emergency responders when appropriate.
8. An Incident Report shall be completed within twenty-four (24) hours of the event and maintained in accordance with House of Varnum Recovery Home documentation policies.

Training Requirements

All employees, volunteers, Resident Assistants, and personnel shall:

- Maintain current First Aid certification.
- Maintain current CPR certification.
- Participate in refresher training as required.

- Provide documentation of certification upon hire or engagement.
- Maintain certifications as a condition of service with House of Varnum Recovery Home.

Failure to maintain required certifications may result in suspension of duties until compliance is restored.

Documentation

Copies of First Aid and CPR certifications shall be maintained in personnel records and made available for review during inspections, audits, accreditation reviews, or certification processes.

Compliance

House of Varnum Recovery Home shall maintain compliance with all applicable local, state, GARR, NARR, and safety standards regarding emergency preparedness, resident safety, and staff training requirements.

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Section XVII

REQUIRED CONTACT INFORMATION

Group Home Information

Field	Detail
Facility Name	House of Varnum Recovery Home
Location	Warner Robins, Georgia
Phone	(404) 493-3566
Email	support@houseofvarnum.com

Supervisors / Administrators

EXECUTIVE DIRECTOR / RESIDENT MANAGER Delilah Elizabeth Varnum Phone: (404) 493-3566	PROGRAM DIRECTOR Leon Varnum Phone: (760) 622-6629
RESIDENT ASSISTANT (ONSITE) Todd Dunlap Phone: (324) 201-9237	ON-CALL STAFF — 24-HOUR EMERGENCY CONTACT Chuck Wellborn Phone: (478) 273-1962
BACKUP EMERGENCY CONTACT Cynthia Wellborn Phone: (478) 297-7703	

Role Descriptions

Executive Director / Resident Manager — Delilah Elizabeth Varnum

The Executive Director / Resident Manager provides administrative oversight, policy enforcement, admissions oversight, compliance monitoring, crisis response coordination, and operational supervision of House of Varnum Recovery Home. The Executive Director / Resident Manager does not reside within the residence but remains available for emergency consultation and decision-making as required.

Resident Assistant (Onsite) — Todd Dunlap

The Resident Assistant resides within the recovery residence and serves as the primary onsite support person for residents. The Resident Assistant supports daily resident accountability, house operations, peer engagement, and community living expectations within the recovery residence. This role assists House Management in maintaining a safe, structured, and recovery-focused environment. The Resident Assistant is responsible for reporting emergencies, safety concerns, resident incidents, and policy violations to House Management and On-Call Staff in accordance with House of Varnum policies and procedures.

On-Call Staff — Chuck Wellborn

Peer Support Specialist | Case Manager. Serves as the 24-hour emergency contact for on-call staff coverage.

Backup Emergency Contact — Cynthia Wellborn

Program Administrator | Community Outreach Consultant. Serves as backup emergency contact when primary on-call staff is unavailable.

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Section XVIII

HOURS OF OPERATION

House of Varnum Recovery Home operates 24 hours per day, 7 days per week as a residential recovery residence.

Administrative operations, scheduled meetings, structured programming, and resident activities generally occur between:

STANDARD ADMINISTRATIVE HOURS

8:00 AM – 8:00 PM

Quiet hours and resident curfews are enforced according to the Resident Handbook and Program Agreement.

Section XIX

NUMBER OF VEHICLE TRIPS

Vehicle traffic is expected to remain consistent with normal residential use. Residents are not authorized to park vehicles at our homes.

Estimated Routine Traffic Includes

- Resident transportation
- Employment transportation
- Medical appointments
- Recovery meetings
- Grocery and household supply trips
- Limited staff and visitor traffic

The residence does not operate commercial transportation services or high-volume business traffic.

Estimated Average Daily Vehicle Activity

Traffic volume is expected to be comparable to a traditional single-family residence and will not generate commercial traffic.

Section XX

GARR, NARR & VA COMPLIANCE

House of Varnum Recovery Home is committed to operating in alignment with the ethical, operational, and safety standards established by:

- National Alliance for Recovery Residences (NARR)
- Georgia Association of Recovery Residences (GARR)
- U.S. Department of Veterans Affairs (VA)

This Includes Commitments to

- Resident rights and dignity
 - Safe and healthy housing environments
 - Ethical operations
 - Peer support principles
 - Crisis preparedness
 - Community integration
 - Recovery-oriented practices
 - Non-discriminatory admissions practices
 - Trauma-informed support approaches
-

Annual Review Policy

This Crisis Intervention Plan shall be reviewed annually and updated as necessary by the Executive Director and Program Administrator to ensure continued effectiveness, compliance with applicable City of Warner Robins requirements, Fire safety requirements, GARR and NARR standards, U.S. Department of Veterans Affairs (VA) guidelines, and industry best practices for recovery residences. Revisions shall be made at any time in response to operational changes, emergency incidents, regulatory updates, facility modifications, or identified safety concerns. Documentation of each review and any resulting updates shall be maintained in the administrative records of House of Varnum Recovery Home and given to local and licensing authorities.

Field	Detail
Prepared For	House of Varnum Recovery Home
Prepared By	Dellilah Elizabeth Varnum, Executive Director / Resident Manager
Date	June 2, 2026

House of Varnum Recovery Home

101 Regency Court • Warner Robins, Georgia 31088

Phone: (404) 493-3566 • Email: support@houseofvarnum.com

In Alignment with GARR • NARR • U.S. Department of Veterans Affairs (VA) Standards

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STAFF REPORT

DEPARTMENT: CITY ATTORNEY'S OFFICE

SUBMITTED BY: BRANDY HOLLE ON BEHALF OF COUNCILMAN LARRY CURTIS

MEETING DATE: JULY 22, 2026

AGENDA ITEM

Road name change: Wright Drive to Daron D Lee Drive

Seeking approval for the name change of Wright Drive to Daron D Lee Drive

STAFF RECOMMENDATION

Approve the road name change of *Wright Drive to Daron D Lee Drive*

BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: No

Total Project Cost: N/A

Included In Current Capital Budget: No

Appropriations: N/A

Account Title / Number	Dollar Amount
	0.00

External Funding Sources:

Account Title / Number	Dollar Amount
	0.00

ITEM DESCRIPTION

Change the name of *Wright Drive to Daron D Lee Drive*

ALTERNATIVES

ATTACHMENTS – N/A

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

WHEREAS, Daron D. Lee served the City of Warner Robins for two separate terms on City Council, and

WHEREAS, the Mayor and Council wish to honor Councilman Lee posthumously by renaming Wright Drive to Daron D Lee Drive,

NOW, THEREFORE, BE IT RESOLVED that in recognition of his civic duty, the municipal roadway system for the City of Warner Robins be amended to change the name of “Wright Drive” to “Daron D Lee Drive.”

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk

STAFF REPORT

DEPARTMENT: RECREATION, PARKS AND CULTURAL SERVICES

SUBMITTED BY: PRESTON POOSER

MEETING DATE: AUGUST 3, 2026

AGENDA ITEM

Design Build Services Contract Agreement with Tri Scapes for the Renovation / Construction of Simpson-Peavey Park

STAFF RECOMMENDATION

Staff recommends approving the Design Build Services Contract Agreement for Simpson-Peavey Park with Tri Scapes for the renovation of Simpson-Peavey Park in the amount of \$3,873,275.42

BUDGET AND PROCUREMENT

Budgeted Item: No

Included In Current Operating Budget: No

Fiscal Impact: Yes

Total Project Cost: \$3,873,275.42

Included In Current Capital Budget: No

Appropriations: Yes

Account Title / Number	Dollar Amount
SPLOST Contributions / 3230000-471000	\$3,873,275.42

External Funding Sources:

Account Title / Number	Dollar Amount
If any funding will be provided by outside partners or agencies, list them with the corresponding amounts	

ITEM DESCRIPTION

A Request for Proposals (RFP) was released on December 17, 2025 for design build services for the renovation of Simpson-Peavey Park. A mandatory on-site pre-bid meeting was held on January 7, 2026. The RFP closed on January 26, 2026. The City received five (5) proposals ranging in cost from \$3,763,961. to \$8,175,139. The lowest and most responsive proposal was from Tri Scapes.

ALTERNATIVES

Not to Proceed with the Renovation

ATTACHMENTS

1. Request for Proposal Design Build Services for Simpson-Peavey Park Construction and Renovation.
2. Bid Tabulation Sheet
3. Final Project Scope of Work
4. Proposed Contract with Tri Sapes for the Renovation / Construction of Simpson-Peavey Park

DRAFT

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the attached Standard Form of Agreement between Owner and Design/Builder for renovations at Simpson-Peavy Park and North Houston Sports Complex between Tri Scapes, LLC, and the City of Warner Robins, Georgia, whereby Tri Scapes, LLC, will provide those services as outlined and per the terms of the attached agreement.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk



AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design-BUILDER for a Traditional Design-Build Project

AGREEMENT made as of the Twenty-first day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Warner Robins
700 Watson Boulevard
Warner Robins, GA 31093

and the Design-BUILDER:
(Name, legal status, address, and other information)

Tri Scapes, LLC
1200 Bluegrass Lakes Pkwy
Alpharetta, GA 30004

for the following Project:
(Name, location, and detailed description)

Simpson-Peavy Park & North Houston Sports Complex
801 Johnson Road
Warner Robins, GA 31093

The Owner and Design-BUILDER agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	PRELIMINARY WORK
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD PROPOSAL
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF CONSTRUCTION WORK
13	COPYRIGHTS AND LICENSES
14	TERMINATION OR SUSPENSION
15	CLAIMS AND DISPUTES
16	MISCELLANEOUS PROVISIONS
17	SCOPE OF THIS AGREEMENT

ARTICLE 1 GENERAL PROVISIONS**§ 1.1 Owner's Criteria**

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

Refer to Exhibit A for additional information:

SCOPE OF WORK A. Pre-Design and Planning • Review existing conditions, project requirements, and any constraints. • Work closely with the City to understand and confirm expectations such as features, accessibility, future uses, surfacing, utilities, site constraints, required permits, amenities, and project timeline. • Ensure that all tasks outlined in Exhibit A (Detailed Scope of Work) are incorporated into the project plan and design. • Confirm and refine project concepts, plans and projected costs. • Coordinate with local authorities to ensure compliance with building

codes and regulations. B. Design Phase • Develop site plans detailing the project's location, orientation, site improvements, access points, elevation, and site systems to include water, sewer/plumbing, electrical and lighting. • Coordinate with the City to ensure the design meets the established goals and budget. C. Construction Phase • Provide construction management services including, but not limited to, subcontractor management, procurement of materials, and scheduling. • Ensure adherence to project timelines and budget. • Provide regular progress reports to the City and address any issues in a timely manner • Coordinate all aspects of construction, including safety, quality control, and site management. D. Post-Construction/Commissioning • Conduct final inspections and ensure all systems are functioning as designed. • Provide the City with all required documentation, warranties, and operating manuals. • Provide training to City staff as needed. • Ensure smooth project handover and completion of all punch-list items.

§ 1.1.2 The Owner's design requirements for the Project:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

NA

§ 1.1.3 The Project's physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

Refer to Exhibit B

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141 → 2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

NA

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

NA

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents

\$3,873,275.42. Refer to Exhibit A

§ 1.1.7 The Owner's anticipated design and construction milestones:

Refer to Exhibit A.

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:

(List name, legal status, address and other information.)

NA

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

NA

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

NA

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

Victor Savage
Interim Director of Planning & Engineering
610B Watson Blvd.
Warner Robins, GA 31099
vsavage@wrga.gov

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors: NA
(List name, address, and other information.)
(Paragraphs deleted)

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Ross Martin
Project Manager
Tri Scapes, LLC
1200 Bluegrass Lakes Pkwy
Alpharetta, GA 30004
mobile: 770.560.9473
email: ross@triscapes.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

CPL Architects, Engineers and Landscape Architects, D.P.C. (P.C.)
3011 Sutton Gate Drive
Suite 130
Suwanee, GA 30024

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Omitted.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: (Specify)

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as "confidential."

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work as set forth in Exhibit A..

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build

Documents will also include the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.12 Work. "Work" means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.12.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder's obligations under the Design-Build Documents.

§ 1.4.13 Omitted.

§ 1.4.14 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission with an automatic received reply.

§ 1.4.15.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

Init.



§ 2.1 Omitted.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, , shall be provided upon request. The rates shall be adjusted in accordance with the Design-Builder's, Architect's normal review practices.

§ 2.1.3 Compensation for Reimbursable Expenses

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect incurred, plus ten percent (10 %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

- .1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
- .2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
- .3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows: *(Insert amount of, or basis for, compensation.)*

As mutually agreed to in writing by Owner and Design-Builder as to Scope, Compensation and Schedule prior to commencement of services.

§ 2.1.5 Payments to the Design-Builder

§ 2.1.5.1 Unless otherwise agreed, payments for Work shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.5.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

- .1 Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

As time is an essential element in this contract, all work shall be completed within the allotted time by Substantial Agreement as defined in this Agreement and as specified in Exhibit A (Detailed Scope of Work). For each calendar day that any portion of that work comprising Substantial Completion shall remain uncompleted after the end of the time specified, the amount of Five Hundred Dollars per calendar day (\$500.00/day) will be assessed. The amount is assessed not as a penalty, but as a predetermined and agreed liquidated damages to be used, in part, to pay any additional expenses incurred by the Owner as a result of being delayed.

- .2 Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:
- .3 Insert the limit, if any, on the total amount of liquidated damages:
- .4 Insert any other terms for liquidated damages:

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

Init.



§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 15;
- .11 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform Construction and Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective.

The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. Within 10 days of bid award, and at all times that the contract is in force, the Design-Builder shall obtain, maintain and furnish to the City Certificates of Insurance meeting or exceeding the following coverage limits:

1. Worker's Compensation at Statutory Requirement
2. Commercial General Liability: 1 Million/Occurrence, 2 Million General Aggregate
3. Commercial Auto Liability: 1 Million Combined Single Limit
4. Umbrella Liability: 5 Million

The City of Warner Robins must be designated as a Certificate Holder with the following information listed:

City of Warner Robins, Attn: Purchasing Office, P.O. Box 8629, Warner Robins, GA 31095.

Design-Builder shall not commence work of any kind until all insurance requirements contained in this agreement have been complied with and until evidence of such compliance satisfactory to the City of Warner Robins as to form and content has been filed with the City.

The Design-Builder agrees to indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Design-Builder or any services of any kind or nature provided by the Design-Builder.

The Design-Builder shall purchase and maintain insurance and provide bonds as set forth with additional information in Article 11.

§ 3.1.17 Design-Builder shall provide a performance bond and payment bond equal to one hundred percent (100%) of the total awarded amount upon contract execution. All bonds must be approved as to form and as to solvency of the surety by the Owner, and shall be secured from bonding companies licensed to do business in the State of Georgia.

§ 3.1.18 Additional Insured Obligations. To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 4 PRELIMINARY WORK

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report may include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;

- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .5 A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and

§ 4.2.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and may include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections, and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to further development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner with a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- .4 The proposed Contract Sum, including the compensation method;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD PROPOSAL

§ 5.1 Construction Documents

§ 5.1.1 Upon acceptance of the Design-Builder's Proposal, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. The date of commencement of the Construction Work shall be the date identified in the Design-Build Schedule..

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
- .2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 **Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and

thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address, and other information.)

The Architect shall review and approve or take other appropriate action upon the Design Builder's submittals for Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project,

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 5.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.6 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

§ 5.7.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly

investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 5.8 Allowances

§ 5.8.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 5.9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 5.9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement. .

§ 5.10 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

§ 5.14.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.16.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 5.16.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 7.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.9 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning or deed restrictions, and boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 7.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 7.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes

beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in § 1.1.6.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum, the Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the

Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third -party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 Damage to the Owner or a Separate Contractor; or
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing

Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 9.6.7 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents; or
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**§ 10.1 Safety Precautions and Programs**

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to

asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the

required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not

prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

§ 12.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 12.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 12.2.

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 13.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Omitted.

§ 14.2 Termination or Suspension

§ 14.2.1 Termination by the Design-Builder

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire

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Work by the Owner as described in Section 14.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause

§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
- .5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 14.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 14.2.3 Suspension by the Owner for Convenience

§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 14.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 **Prior To Final Payment.** Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 **Claims Arising After Final Payment.** After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

§ 15.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 15.1.5 **Claims for Additional Cost.** If the Design-Builder wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, 15.1.7, and 15.2.2.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry

Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

§ 15.3.4 The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 16.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Confidential Information

§ 16.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party

has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
- .2 already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information.

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project
- .2 Exhibit A: Scope of Work, Cost, Schedule, RFP.
Exhibit B: Boundary Survey.
- .3 Other documents, if any, listed below: NA

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



OWNER (Signature)

DESIGN-BUILDER (Signature)

Quinn Martin CEO

(Printed name and title)

(Printed name and title)

DRAFT

Exhibit A: Detailed Scope of Work : UPDATED**Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction**

The following tasks and improvements are required under this project. Proposers must address these items in their design-build approach and Design-Builder shall provide cost estimates aligned with this scope.

Simpson Park**Field #1**

- Demo existing bleacher canopies, bleacher pads (30' x 20'), and bleachers.
- Install new bleacher pads (30' x 20'), bleachers (20' long, 6 rows), and 4 post shade canopies with footings.
- Repair/prep dugout block; install thin-brick on exterior, paint block inside dugouts, paint roofs and angle iron.
- Demo existing scoreboard and foul poles; install new.
- All scoreboards and foul poles must match and/or be compatible with the units located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Field #2

- Demo existing bleacher canopies, bleacher pad (30' x 20'), and bleachers.
- Install new bleacher pad (30' x 20'), bleachers (20' long, 6 rows), and 4 post shade canopies with footings.
- Repair/prep dugout block; install thin-brick on exterior, paint block inside dugouts, paint roofs and angle iron.
- Demo existing scoreboard and foul poles; install new.
- All scoreboards and foul poles must match and/or be compatible with the units located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Field #3

- Demo existing bleacher pad and bleachers.
- Install new bleacher pad, bleachers, and 4 post shade canopies with footings.
- Repair/prep dugout block; install thin-brick on exterior, paint block inside dugouts, paint roofs, and angle iron.
- Demo existing scoreboard and foul poles; install new.

Exhibit A: Detailed Scope of Work : **UPDATED**

Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction

- All scoreboards and foul poles must match and or be compatible with the units located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Field #4

- Demo bleacher pad, bleachers, and relocate irrigation enclosure (6' x 5' x 10' tall block with thin-brick facade, metal roof).
- Replace irrigation infrastructure in the building.
- Install new bleacher pad, bleachers, and 4 post shade canopies with footings.
- Repair/prep dugout block; install thin-brick on exterior, paint block inside dugouts, paint roofs, and angle iron.
- Demo scoreboard and foul poles; install new.
- All scoreboards and foul poles must match and or be compatible with the units located nearby at the North Houston Sports Complex, 900 North Houston Lake Road.

T-Ball Field #5

- Install new bleacher pad, bleachers, and 4 post shade canopies with footings.

Concessions Building

- Install thin-brick over existing block (50' x 30' x 10').
- Install aluminum siding and new metal roof.
- Demo/replace sidewalks (160 LF, 6' wide)
- Repair soffits; install 3 steel roll-up grates (3' x 3').
- Paint interior, remove exhaust fan, patch hole.
- Install mini-splits (1 downstairs, 2 upstairs).
- Install T1-11 on upstairs walls, new LED lights, and paint.
- Demo/dispose old furniture.
- Remove existing outdoor HVAC.

Restrooms (21' x 9', building 22' x 20' x 9')

- Demo existing partitions, fixtures, accessories.
- Install new partitions, fixtures, accessories (including electric hand dryers).
- Paint walls; install FRP on back wall.
- Patch men's restroom hole; install new LED lights.
- Grind/polish concrete floor.
- Install thin-brick on exterior and new metal roof.

Exhibit A: Detailed Scope of Work : UPDATED

Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction

Maintenance Building

- Demo/form/re-pour 20' x 15' concrete pad.
- Add new HM door (adjust electrical outlet).
- Install LED lighting, 2 mini-splits upstairs, insulation, drywall, and ceiling fans.
- Install stair handrail, reinforce stairwell, reinforce existing plywood floor upstairs.

Lighting (x20 poles)

- Demo existing light poles.
- Install new light poles with LED sports lighting.
- All ballfield lighting must match and/or be compatible with the sports lighting system and remote lighting controls located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Scoreboards and Foul Poles

- All scoreboards and foul poles must match and/or be compatible with the units located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Peavey Park

Field #1

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, shade canopy with footings, scoreboard, and foul poles.
- Retrofit existing light poles with new LED fixtures.
- Install 300 LF of outfield safety netting.

Field #2

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, shade canopy with footings, scoreboard, and foul poles.

Exhibit A: Detailed Scope of Work : **UPDATED**

Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction

Field #3

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, 4 post shade canopy with footings, scoreboard, and foul poles.

Lighting (x14 poles)

- Demo existing poles.
- Install new light poles and LED lighting.
- All ballfield lighting must match and/or be compatible with the sports lighting system and remote lighting controls located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Scoreboards and Foul Poles

- All scoreboards and foul poles must match and/or be compatible with the units located at the nearby North Houston Sports Complex, 900 North Houston Lake Road.

Concessions/Restrooms

- Install thin-brick on exterior for Concessions to match pavilion (including 4 columns).
- Wrap soffit; install mini-split (1).
- Paint restrooms, replace toilets, mirrors, LED lighting, and hand dryers.
- Remove tables; pressure wash surrounding concrete.
- Install 180 LF sidewalk connection.

Exhibit A: Detailed Scope of Work : UPDATED

Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction

Shared/Systemwide Improvements Irrigation

- Demo/replace irrigation across all fields and common areas.
- Grade ballfields as needed.
- Install new irrigation system throughout the park.
- House irrigation controls and timers within the existing concession building.

Sports Turf

- Demo existing grass on all fields/common areas.
- Grade fields, amend soil as needed.
- Install new Bermuda 419 inside the ball fields. All other areas will be sprigged.
- Maintain grow-in period (6-8 weeks).

ADDENDUM Add Alternate: North Houston Sports Complex, 900 North Houston Road

- Install Metal Roofs on Existing Dugouts (8). Attach supports to existing corner posts on dugouts.
- Repair and stabilize eight (8) Batting Cages.

The Owner's budget to plan, design, construct, commission and otherwise complete the Project, including the Design-Builder's and Architect's compensation.



7/7/2026

Warner Robins-Simpson-Peavy Park Design Build_R3 (Expanded Scope)**

Product Name	Quantity	UOM	Line Item Description	Total Price
Design Cost	1	LS	Pass-Through Cost from Design Firm	\$151,200.00
Grading Complete	1	LS		\$140,625.00
Site Lighting	1	LS		\$1,571,630.50
Shade Structures	1	LS	Includes Bleachers	\$452,648.32
Sod - Bermuda	378,600	SF	At Fields Only; All Mowing shall be performed by City Crews currently on site as directed by Tri Scapes recommended frequencies during establishment period as needed.	\$272,592.00
Sod - Sprig	490,700	SF	At areas beyond field limits within common areas. All Mowing shall be performed by City Crews currently on site as directed by Tri Scapes recommended frequencies during establishment period as needed.	\$127,582.00
Design Build Irrigation System	1	LS	Coverage at Sod & Sprig Areas	\$250,000.00
Renovation of Existing Restrooms	1	LS		\$240,000.00
Concrete	1	LS		\$147,200.00
Chain-Link Fencing	1	LS		\$210,000.00
Structure - Dugout	1	LS		\$67,500.00
North Houston Improvements Scope	1	LS		\$105,000.00
Scoreboard	8	EA		\$117,297.60
Contingency	1	LS	Contingency/Dugout Repair at North Houston	\$20,000.00
Total				\$3,873,275.42

**Pricing Increased due to expired quotes

EXHIBIT A

**CITY OF WARNER ROBINS
REQUEST FOR PROPOSALS
DESIGN BUILD SERVICES FOR SIMPSON-PEAVY PARK
CONSTRUCTION AND RENOVATION
BID NO.: R-4742**



RELEASE DATE: DECEMBER 17, 2025

DUE DATE: JANUARY 21, 2026

**CITY OF WARNER ROBINS
700 WATSON BOULEVARD
WARNER ROBINS, GA 31093**

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I. INTRODUCTION

The City of Warner Robins (“City”) issues this Request for Proposal (RFP) to solicit proposals from qualified and experienced firms to design, construct and renovate Simpson/Peavy Park located at 801 Johnson Road, Warner Robins, GA 31093.

The City seeks a comprehensive design-build solution to modernize the facility, enhance its usability for youth and adult athletics, improve accessibility and safety, and elevate the park’s role as a vibrant community gathering space.

A mandatory pre-bid meeting will be held onsite on Wednesday, January 7, 2026 at 10:00 AM(ET). To remain eligible for bid award, at least one representative from each respective contractor must be in attendance promptly at the start of the meeting and remain present for the duration of the meeting.

Proposals will be accepted via the City’s online procurement system, IonWave, until Wednesday, January 21, 2026 at 2:00 PM(ET).

Contractors are encouraged to submit questions for clarification or additional information relating to RFP specifications or solicitation requirements. All questions must be submitted via IonWave by Friday, January 16, 2026 at 2:00 PM(ET).

Submission of a proposal shall constitute acknowledgement and acceptance of all terms, conditions, and addenda to this solicitation.

The City of Warner Robins reserves the right to reject any and all proposals, to waive informalities and technicalities, and to accept or reject any item or combination of items. The bid, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City of Warner Robins, price, availability, value and other factors considered.

II. PROJECT BACKGROUND

Simpson/Peavey Park is a valued community asset that has served the residents of Warner Robins for decades. The park features athletic fields, open spaces, and community amenities, but many facilities are outdated and in need of significant renovation to meet current standards for safety, ADA accessibility, and recreational quality.

This project represents the City’s commitment to:

- Expanding opportunities for youth leagues, adult leagues, and tournaments.
- Supporting sports tourism and economic development.
- Providing safe, modern, and inclusive facilities for all age groups.
- Preserving Simpson/Peavey Park as a long-term community cornerstone.

III. GENERAL INFORMATION

A. **Timeline**

RFP Release	December 17, 2025
Mandatory Pre-Bid Meeting	Wednesday, January 7, 2026 at 10:00 AM(ET)
Due Date for Questions	Friday, January 16, 2026 at 2:00 PM(ET)
Proposals Due	Wednesday, January 21, 2026 at 2:00 PM(ET)
Evaluation Process	January/February 2026
City Approval & Award	Anticipated February 2026

All dates are subject to change at the discretion of the City. Sufficient notice of any such changes in the timeline will be provided to prospective respondents via email and/or IonWave notification.

B. Mandatory Pre-Bid Meeting

A mandatory onsite pre-bid meeting will be held on Wednesday, January 7, 2026 at 10:00 AM(ET) at the address provided below. To remain eligible for bid award, at least one representative from the respective contractor must be in attendance promptly at the start of the meeting and remain present for the duration of the meeting.

Simpson/Peavy Park
801 Johnson Rd.
Warner Robins, GA 31093

C. Addendum

All additional information and addenda to this RFP will be issued via IonWave and/or email. Submission of a proposal shall serve as acknowledgement and acceptance of any/all addenda to this RFP.

D. RFP Deadline and Submission

All documentation and required forms must be submitted via the City's online procurement system, IonWave, by the designated date and time of Wednesday, January 21, 2026 at 2:00 PM(ET). Proposals submitted via mail, hand delivery, fax, or any alternative method will not be accepted.

E. Requests for Clarification

The City encourages prospective respondents to submit questions intended to clarify the scope, terms, specifications or requirements of this RFP. All questions must be submitted via IonWave by Friday, January 16, 2026 at 2:00 PM(ET). The City will issue responses to questions via IonWave.

F. Staff Contact

No direct or indirect contact with the Mayor, City Council Members or employees of the City of Warner Robins, other than the point(s) of contact listed below, will be allowed during the solicitation process. If such contact is made, the City of Warner Robins reserves the right to reject a bid submission.

Lauren Polk, Purchasing Agent

Allison Lanneau, Assistant Purchasing Agent

Purchasing Office
 700 Watson Blvd.
 Warner Robins, GA 31093
lpolk@wrga.gov
 478-302-5530

Purchasing Office
 700 Watson Blvd.
 Warner Robins, GA 31093
alanneau@wrga.gov
 478-302-5530

G. Public Information

Submitted bids and accompanying materials become property of the City of Warner Robins and information included therein shall become public record in accordance with Georgia Open Records Laws.

H. Reservations

While the City intends to make an award as a result of this solicitation, issuance of the RFP does not constitute a commitment by the City to award the project, execute a contract, or bind the City in any way. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- i. Cancel or terminate this RFP. Upon such action, a notice of cancellation will be issued.
- ii. Reject any or all proposals received.
- iii. Make a contract award based directly on the proposals received or hold further discussions with one or more offeror.
- iv. Waive informalities and irregularities in a proposal and accept or reject any item or combination of items listed in a proposal.
- v. Reject any proposals that do not contain all elements and information requested in this RFP or that fail to comply with the requirements of this RFP.

IV. PROJECT OVERVIEW

The selected design-build team shall provide planning, design, engineering, permitting, and construction services, which may include but are not limited to:

A. Athletic & Recreational Facilities

- Replacement of natural sports turf fields and irrigation systems.
- Baseball/softball field upgrades, including lighting, fencing, and dugouts.
- Scoreboards, foul poles, PA/sound systems, and press box enhancements.

B. Buildings & Amenities

- Renovation of existing concession stands, restrooms, and pavilions.
- Upgraded storage facilities and maintenance building.
- ADA-compliant walkways, entrances, and seating areas.

C. Site & Infrastructure

- Parking expansion and resurfacing with traffic flow improvements.

- Drainage, irrigation, and landscaping upgrades in common areas.
- Site lighting for safety, playability, and security.

D. Community Enhancements

- Spectator seating and shade structures.
- Playgrounds, pavilions and picnic areas.
- Wayfinding signage and improved pedestrian circulation.

E. Sustainability & Safety

- Water-efficient irrigation and stormwater management solutions.
- LED lighting and other energy-efficient systems.
- Security improvements including fencing, cameras, and lighting.

Further details are provided in Exhibit A (Detailed Scope of Work)

V. SCOPE OF WORK

A. Pre-Design and Planning

- Review existing conditions, project requirements, and any constraints.
- Work closely with the City to understand and confirm expectations such as features, accessibility, future uses, surfacing, utilities, site constraints, required permits, amenities, and project timeline.
- Ensure that all tasks outlined in Exhibit A (Detailed Scope of Work) are incorporated into the project plan and design.
- Confirm and refine project concepts, plans and projected costs.
- Coordinate with local authorities to ensure compliance with building codes and regulations.

B. Design Phase

- Develop site plans detailing the project's location, orientation, site improvements, access points, elevation, and site systems to include water, sewer/plumbing, electrical and lighting.
- Coordinate with the City to ensure the design meets the established goals and budget.

C. Construction Phase

- Provide construction management services including, but not limited to, subcontractor management, procurement of materials, and scheduling.
- Ensure adherence to project timelines and budget.
- Provide regular progress reports to the City and address any issues in a timely manner.
- Coordinate all aspects of construction, including safety, quality control, and site management.

D. Post-Construction/Commissioning

- Conduct final inspections and ensure all systems are functioning as designed.
- Provide the City with all required documentation, warranties, and operating manuals.

- Provide training to City staff as needed.
- Ensure smooth project handover and completion of all punch-list items.

All additional specifications included in this solicitation via addenda, responses to questions, and pre-bid meeting instructions, will be incorporated into this solicitation by reference thereof.

VI. PROPOSAL DELIVERABLES

Proposals must include the following information:

A. Cover Letter

Provide company name, primary address, and contact information of primary contact in reference to the proposal. Include a brief company introduction and profile including number of years in business and parent company or subsidiaries, if applicable.

B. Organizational Structure

Describe the firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

C. Key Personnel

Provide credentials of personnel that will be contributing to the project, as well as a history of their past related projects. Identify the project manager and detail the division of responsibilities among personnel assigned to the project. Identify any subconsultants that will be utilized for the project.

D. Qualifications and Experience

Detail the firm's experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other relevant elements.

E. Technical Approach

Detail the design methodology and approach that will be used to perform the services outlined in this RFP. Explain the construction management strategies, quality control instruments and safety measures that are utilized by your firm. Detail sustainability strategies and innovation.

F. Preliminary Schedule

Provide a preliminary schedule outlining design through completion phases.

G. Cost Proposal

Submit a detailed breakdown of all anticipated costs to include design, construction, permitting, contingency allowances, and other relevant costs.

H. References

Provide a minimum of three (3) references for whom a similar project has been completed within the last five (5) years. Describe the services provided and include contact information for each reference.

I. Required Documents

Proposals should include all documents required by the procurement policies of the State of Georgia and the City of Warner Robins. Documents must be current, valid, fully executed by an authorized representative of the responding company, and notarized (where required). Such documents include the following:

- vi. General Terms and Conditions
- vii. Business License
- viii. Certificate of Insurance
- ix. E-Verify Affidavit
- x. Sub-Contractor E-Verify Affidavit (if applicable)
- xi. Sole Proprietor Affidavit (if applicable)
- xii. Absence of Conflict of Interest Certification
- xiii. Non-Collusion Affidavit
- xiv. Professional Licensure
- xv. Bid Bond

VII. EVALUATION AND SELECTION

A. General Evaluation Information

The objective of the evaluation process is to conduct an equitable evaluation of proposals to identify a proposal that represents best value. Proposals will be evaluated based on their completeness and quality of their conformance with this RFP, as well as the evaluation criteria outlined in Section VII(B).

The City reserves the right to conduct reasonable investigations as deemed necessary to inspect the offeror's ability to perform the services outlined in this RFP. Proposal evaluations may result in a shortlist of qualified offerors with whom the City conducts interviews and/or presentations.

The City reserves the right to eliminate from further consideration any response deemed to be substantially or materially unresponsive to this RFP and the specifications contained herein. The project, if awarded, will be awarded to the responsible offeror whose proposal will be most advantageous to the City of Warner Robins, price, availability, value, and other factors considered. The City reserves the right to reject any and all proposals, to waive informalities and technicalities, and to accept or reject any item or combination of items.

B. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Maximum Points
Qualifications and Experience: Demonstrated success on projects similar in size, complexity, scope and build type.	25
Organizational Structure: Capability and availability of skilled personnel to effectively manage the project. Identification of project team and project manager.	20
Key Personnel: Qualifications of key personnel and proven level of expertise relevant to the project.	20
Project Approach: Proposed method of managing the project from concept to completion. Outline of phases and benchmarks.	20
Timeline: Proposed timeline is comprehensive, provides phased milestones, and meets the expectations of the City.	15
Maximum Score	100

VIII. TERMS AND CONDITIONS

A. General Conditions

Submission of a bid shall constitute acknowledgement, acceptance, and agreement to comply with all terms outlined in any and all bid materials (RFP, addenda, question responses, and City of Warner Robins General Conditions). Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the City of Warner Robins. The City reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of bids and to award contracts in a manner consistent with the City Code and all applicable State and Federal regulations.

By submitting a bid, the contractor certifies that they are not currently debarred from submitting bids or proposal on contracts by any agency of the State of Georgia and the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia or the Federal Government.

B. Bid Binding Period

All bid prices shall be binding upon the bidder for ninety (90) calendar days following the bid closing date. Any bid in which the bidder shortens the acceptance period may be rejected.

C. Insurance Requirements

Within 10 days of bid award, and at all times that a contract is in force, the contractor shall obtain, maintain and furnish to the City Certificates of Insurance meeting or exceeding the following coverage limits:

1. Worker's Compensation at Statutory Requirement
2. Commercial General Liability: 1 Million/Occurrence, 2 Million General Aggregate
3. Commercial Auto Liability: 1 Million Combined Single Limit
4. Umbrella Liability: 5 Million

The City of Warner Robins must be designated as a Certificate Holder with the following information listed:

City of Warner Robins
Attn: Purchasing Office
P.O. Box 8629
Warner Robins, GA 31095

No contractor shall commence work of any kind under this solicitation until all insurance requirements contained in this solicitation have been complied with and until evidence of such compliance satisfactory to the City of Warner Robins as to form and content has been filed with the City.

The offeror agrees to indemnify, defend and hold harmless the City of Warner Robins and, its departments, their officers, agents, and employees from any claims, demands, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the bidder/any services of any kind or nature provided by the bidder.

D. Bond Requirements

Bids shall be accompanied by a bid bond in an amount no less than five percent (5%) of the total proposed cost. A performance bond and payment bond equal to one hundred percent (100%) of the total awarded amount shall be provided upon contract execution. All bonds must be approved as to form and as to solvency of the surety by the City of Warner Robins, and shall be secured from bonding companies licensed to do business in the State of Georgia.

E. Exceptions

Submission of a bid certifies that all specifications, requirements, terms and conditions outlined in the solicitation have been reviewed and accepted. Any exceptions to bid specifications must be clearly identified and described in detail with bid submission. Exceptions must reference the specific section(s) of the solicitation to which the bidder is taking exception and must include proposed alternative language. If no exceptions are expressly identified, it will be assumed that the bidder's offer is in compliance with all aspects of the solicitation.

F. Employment Authorization Program

In accordance with the Georgia Security and Immigration Compliance Act, as amended, any offeror that enters into a contract for the physical performance of services shall

register and participate in the federal work authorization program, E-Verify. All subcontractors and sub-subcontractors, as such terms are defined in O.C.G.A. § 13-10-90, shall also be required to comply with these E-Verify requirements. Offerors and their subcontractors and sub-subcontractors will be required to execute an affidavit verifying their compliance with O.C.G.A. § 13-10-91.

G. Compliance with Laws, Non-Discrimination

The contractor, its sub-contractor(s), assignees and successors, in the performance of contracted work, shall comply with all applicable federal, state, and local laws, rules and regulations. Including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, gender, religion, age, or disability in connection with any bid submitted to the City of Warner Robins or the performance of any contract resulting therefrom.

Exhibit A: Detailed Scope of Work (ORIGINAL SCOPE FROM RFP)

Bid No.: R-4742 Design Build Services for Simpson-Peavy Park Renovation and Construction

The following tasks and improvements are required under this project. Proposers must address these items in their design-build approach and provide cost estimates aligned with this scope.

Simpson Park**Field #1**

- Demo existing bleacher canopies, bleacher pads (30' x 20'), and bleachers.
- Install new bleacher pads (30' x 20'), bleachers (20' long, 6 rows), and 4 post shade canopies with footings.
- Repair/prep dugout block; install thin-brick on exterior, paint block inside dugouts, paint roofs and angle iron.
- Demo existing scoreboard and foul poles; install new.

Field #2

- Demo existing bleacher canopies, bleacher pad (30' x 20'), and bleachers.
- Install new bleacher pad, bleachers, and 4 post shade canopies.
- Repair/prep dugout block; thin-brick exterior, paint inside, roof, and angle iron.
- Demo existing scoreboard and foul poles; install new.

Field #3

- Demo existing bleacher pad and bleachers.
- Install new bleacher pad, bleachers, and 4 post shade canopies.
- Repair/prep dugout block; thin-brick exterior, paint inside, roof, and angle iron.
- Demo existing scoreboard and foul poles; install new.

Field #4

- Demo bleacher pad, bleachers, and relocate irrigation enclosure (6' x 5' x 10' tall block with thin-brick façade, metal roof).
- Replace irrigation infrastructure in the building.
- Install new bleacher pad, bleachers, and 4 post shade canopies.
- Repair/prep dugout block; thin-brick exterior, paint inside, roof, and angle iron.
- Demo scoreboard and foul poles; install new.

T-Ball Field #5

- Install new bleacher pad, bleachers, and 4 post shade canopies.

Concessions Building

- Thin-brick over existing block (50' x 30' x 10').
- Install aluminum siding and new metal roof.
- Demo/replace sidewalks (160 LF, 6' wide).

- Repair soffits; install 3 steel roll-up grills (3' x 3').
- Paint interior, remove exhaust fan, patch hole.
- Install mini-splits (1 downstairs, 2 upstairs).
- Install T1-11 on upstairs walls, new LED lights, and paint.
- Demo/dispose old furniture.
- Remove existing outdoor HVAC.

Restrooms (21' x 9', building 22' x 20' x 9')

- Demo existing partitions, fixtures, accessories.
- Install new partitions, fixtures, accessories (including electric hand dryers).
- Paint walls; install FRP on back wall.
- Patch men's restroom hole; install new LED lights.
- Grind/polish concrete floor.
- Thin-brick exterior and new metal roof.

Maintenance Building

- Demo/form/re-pour 20' x 15' concrete pad.
- Add new HM door (adjust electrical outlet).
- Install LED lighting, 2 mini-splits upstairs, insulation, drywall, and ceiling fans.
- Install stair handrail, reinforce stairwell, and plywood upstairs floor.

Lighting (x20 poles)

- Demo existing light poles.
- Install new light poles with LED sports lighting.
- All ballfield lighting must match and or be compatible with the sports lighting system and remote lighting controls located nearby at the North Houston Sports Complex, 900 North Houston Lake Road.

Scoreboards and Foul Poles

- All scoreboards and foul poles must match and or be compatible with the units located nearby at the North Houston Sports Complex, 900 North Houston Lake Road.

Peavey Park

Field #1

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, shade canopy, scoreboard, and foul poles.
- Retrofit existing light poles with new LED fixtures.
- Install 300 LF of outfield safety netting.

Field #2

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, shade canopy, scoreboard, and foul poles.

Field #3

- Replace fencing with 6ga finish/9ga core black poly-coated fencing.
- Demo bleacher pad, bleachers, scoreboard, and foul poles.
- Install new bleacher pad, bleachers, shade canopy, scoreboard, and foul poles.

Lighting (x14 poles)

- Demo existing poles.
- Install new light poles and LED lighting.
- All ballfield lighting must match and or be compatible with the sports lighting system and remote lighting controls located nearby at the North Houston Sports Complex, 900 North Houston Lake Road.

Scoreboards and Foul Poles

- All scoreboards and foul poles must match and or be compatible with the units located nearby at the North Houston Sports Complex, 900 North Houston Lake Road.

Pavilion

- Construct new pavilion with slab (to match existing) to replace metal carport.
- Install 180 LF of sidewalk connecting concessions to pavilion.

Concessions/Restrooms

- Thin-brick exterior to match pavilion (including 4 columns).
- Wrap soffit; install mini-split (1).
- Paint restrooms, replace toilets, mirrors, LED lighting, and hand dryers.
- Remove tables; pressure wash surrounding concrete.
- Install 180 LF sidewalk connection.

Shared / Systemwide Improvements

Pickleball Courts (at existing tennis courts)

- Demo fencing; install new 6ga finish/9ga core black poly-coated fencing.
- Construct 3 pickleball courts, resurfacing as needed.
- Demo old poles; install new LED sports lighting.

Irrigation

- Demo/replace irrigation across all fields and common areas.
- Grade ballfields as needed.
- Install new irrigation system throughout the park and construct new irrigation pump house/control room, irrigations controls and timers.

Sports Turf

- Demo existing grass on all fields/common areas.
- Grade fields, amend soil as needed.
- Install new Bermuda 419 or TifTuf turf throughout park -TBD
- Maintain grow-in period (6–8 weeks).

DRAFT

EXHIBIT B



SHAMROCK DEVELOPERS, INC.

1	2	3	4	5	6	7	8
CANTERBURY		ESTATES		SEC. 3	PHASE NO. 1	BLOCK	"K"
DRAINAGE EASEMENT		N 01° 17' E		700.0'	N 01° 17' E		1125.0'

W. N. JOHNSON & BILL D. SELF

31.90 AC.

778.0'

735.0'

S 89° 43' E

N 89° 43' W

JOHNSON ROAD
50' R/W
1825.0'
S 01° 17' W
50' R/W



In my opinion, this plat is a correct representation of the land plat and has been prepared in conformity with the minimum standards and requirements of law.

Theodore W. Johnson

PROPERTY PLAT
FOR

CITY OF WARNER ROBINS

IN L.L. 163 5TH DIST. HOUSTON CO.

WARNER ROBINS, GA.

JULY 10, 1973

SCALE: 1"=100'

WADDELL AND CO.

104 MEADOWSIDE DR. WARNER ROBINS, GEORGIA

3452-73

**STATE OF GEORGIA
CITY OF WARNER ROBINS**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor LaRhonda W. Patrick to execute the Destination Marketing Services Agreement between the City of Warner Robins, Georgia and the International City Tourism Bureau, Inc., whereby the International City Tourism Bureau, Inc. will serve as the designated Destination Marketing Organization for the City of Warner Robins under the terms and conditions of that agreement.

This 3rd day of August, 2026.

CITY OF WARNER ROBINS, GEORGIA

By: _____
LaRhonda W. Patrick, Mayor

Attest:

Mandy Stella, City Clerk