



City of Warner Robins City Council Meeting Minutes

Monday, November 4, 2019

5:30 PM

Council Chambers

Regular Meeting of Warner Robins City Council

Presiding: Mayor Randy Toms

City Officials Present:

Councilman Daron Lee
Councilman Keith Lauritsen

Councilman Tim Thomas
Councilman Clifford Holmes
Councilman Larry Curtis

Opening Prayer: Councilman Lee

Pledge of Allegiance: Councilman Curtis

Call to Order: 5:30 p.m.

Adoption of the Agenda: Councilman Holmes moved to adopt the agenda as presented. Councilman Curtis seconds the motion. Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for adoption of the agenda.

Presentation of Proclamations/Awards:

Action Items:

Action	Presentation of Minutes
	The minutes of the regular meeting of October 21, 2019 were presented for approval.
Motion:	Councilman Lauritsen moved for the approval of the minutes for regular meeting of Monday, October 21, 2019.
Second:	Councilman Lee.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of the minutes.

Action Item 2 Purchasing Bids	
Purchasing Bid List items, attached hereto, were presented for approval.	
Motion:	Councilman Thomas presented and moved for the approval of the bid list. Items one through ten.
Second:	Councilman Curtis.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of the bid list.

Action Item 3 Motion – FY 2020 CDBG Review Board Committee appointments							
The Community Development Department has recommended the following representatives to serve on the FY2020 CDBG Review Board Committee, and requests that the Mayor and Council of the City of Warner Robins approve of these appointments:							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1) Nancy Newell</td> <td style="width: 50%;">4) Lydia Humphrey</td> </tr> <tr> <td>2) Kathy Hart</td> <td>5) Cathy Silengo</td> </tr> <tr> <td>3) Carolyn Mitchell</td> <td>6) Jason Nieves</td> </tr> </table>		1) Nancy Newell	4) Lydia Humphrey	2) Kathy Hart	5) Cathy Silengo	3) Carolyn Mitchell	6) Jason Nieves
1) Nancy Newell	4) Lydia Humphrey						
2) Kathy Hart	5) Cathy Silengo						
3) Carolyn Mitchell	6) Jason Nieves						
Motion:	Councilman Holmes moved for the approval this motion.						
Second:	Councilman Lee						
Outcome:	Councilmen Lee, Lauritsen, Thomas, and Holmes voted for approval of the motion. Councilman Curtis did not vote.						

Action Item 4 Resolution - Capital Lease Reimbursement	
A Resolution of Mayor and Council of the City of Warner Robins hereby declares, pursuant to United States Treasury Regulations Section 1.150-2, its official intent to reimburse the costs related to the acquisition of these assets and/or equipment using a lease-purchase or other obligations entered into specifically for this purpose, not to exceed an amount of \$1,100,000.00, as approved at the October 7, 2019 meeting of mayor and council.	
Motion:	Councilman Curtis moved for the approval of the motion.
Second:	Councilman Holmes.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of this Resolution.

Action Item 5	Resolution - National Opioids Litigation
<p>A Resolution of Mayor and Council of the City of Warner Robins authorizes Mayor Randy Toms to sign this Resolution that allows the City of Warner Robins to remain as a class member of National Prescription Opiate Litigation. A Federal Judge in the Northern District of Ohio, overseeing all of the National Opioids Litigation certified that the negotiation class shall go forward involving In re: National Prescription Opiate litigation. A class action notice was provided to all class members, cities and counties, by first class mail and posted to the class website, www.OpioidsNegotiationsClass.info .</p>	
Motion:	Councilman Curtis moved for the approval of this Resolution.
Second:	Councilman Thomas.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of this Resolution.

Action Item 6	Resolution – Memorandum of Agreement/Traffic Signal
<p>A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute a memorandum of understanding with Houston County Board of Commissioners for the installation of traffic signals at the intersection of Tharpe Road & Russell Parkway. The City and the County will equally split the cost of the professional traffic study performed by Wilburn Engineering and the cost of the construction to install the signals.</p>	
Motion:	Councilman Lauritsen moved for the approval of this Resolution.
Second:	Councilman Lee.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of this Resolution.

Action Item 7	Resolution – Memorandum of Agreement/Street Lights
<p>A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute a memorandum of understanding with Houston County Board of Commissioners for the installation of street lights along Bear Country Boulevard from Highway 96 to Cohen Walker Drive.</p>	
Motion:	Councilman Holmes moved for the approval of this Resolution.
Second:	Councilman Curtis.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of this Resolution.

Pre-Council Comments regarding agenda items: No Comments

Closed Session: Mayor Toms requested a motion to enter into an executive session to discuss personnel. Councilman Lauritsen moved for an executive session to discuss personnel; Councilman Lee seconded the motion. Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for the approval of the motion. The Pre-Council meeting closed at 4:34 p.m.; the executive session meeting opened at 4:43 p.m. and adjourned at 5:23 p.m., City Clerk is in possession of closed session minutes.

Citizen Comments: Sherri Windham, Rita Simon, Carlos Johnson and Marvel Lewis

Adjournment: 6:08 p.m.

Next Regular Council Meeting: Monday, November 18, 2019



Kim A. Demoonie
Acting City Clerk

CITY OF WARNER ROBINS, GEORGIA

COUNCIL DATE: November 04, 2019

WRITTEN REQUESTS HAVE BEEN SUBMITTED BY THE CITY DEPARTMENTS FOR THE FOLLOWING ITEMS. THE PURCHASING DEPARTMENT RECOMMENDS THE FOLLOWING ITEMS BE ACQUIRED. BY APPROVAL, AUTHORITY IS GIVEN FOR SUPPORTING CONTRACTS TO BE EXECUTED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CITY CODE. (Bid tabulations are attached)

BID NUMBER / ITEMS	VENDOR	COST	ACCOUNT NO. / BUDGET	COMMENTS
1) Guardrail Repair across from 1615 Moody Road	Martin-Robbins Fence Co., Inc. Snellville, GA	\$5,513.00	1555 52300 GENERAL INSURANCE - Property	
2) Amendment to the Water & Wastewater Rates & Charges Study Contract Bid No.: U-3934	Public Resources Mgmt. Group Maitland, FL PROFESSIONAL SERVICE	\$30,421.31	4330 52021 / \$246,269.10 4440 52021 / \$65,000.00 UTILITIES / Water & Sewer - Professional Services	
3) Test and/or Repair Water Meters ANNUAL CONTRACT Bid No.: U-4246	McLemore Water Services, Inc. Lebanon, TN	See attachment #1 for cost breakdown	4440 52147 / \$10,000.00 Remaining UTILITIES/WATER - Repair Mntnce by Vendor, Meters	Contract Period: November 1, 2019 – October 31, 2020 Ordered on an as-needed basis throughout the year
4) Labor & Materials to repair Carrier HVAC Unit at Animal Control	Keadle Heating & Air Conditioning Warner Robins, GA	\$5,618.00	3910 52140 POLICE / ANIMAL CONTROL - Repairs & Maintenance by Vendor Buildings	Money to be transferred within budget
5) Panasonic MDTs, Cameras, Warranties, Updates & Training OMNIA Partners Public Sector Contract No.: 4400006644	Insight Public Sector Dallas, TX	\$65,115.87	3220 54123 / \$124,306.72 Remaining POLICE / Vehicles	

BID NUMBER / ITEMS	VENDOR	COST	ACCOUNT NO. / BUDGET	COMMENTS
6) Water Tank Replacement and Repair for Truck 903 Bid No.: U-4266	Adams Equipment Co. Austell, GA	\$6,972.06 Attachment #2	4330 52141 / \$55,671.54 Remaining UTILITIES / Sewer - Repairs & Maintenance by Vendor Vehicles	<i>Recommendation of Utilities Dept.</i>
7) Aeration Mixer Replacement at Sewer Treatment Plant #2 Bid No.: U-4267	Pump & Process Equipment Co Duluth, GA	\$8,535.00 Attachment #3	4330 54066 / \$77,625.11 Remaining UTILITIES / Sewer - ESG New Projects	
8) Advertisement in the 2020 Georgia Travel Guide	Atlanta Magazine Atlanta, GA	\$6,295.00	18 52321 / \$7,145.99 Remaining CVB - Advertising / City Promotions	¼ page ad in full color
9) Manholes for Vietnam Veterans Memorial Pkwy Sewer Extension Bid No.: U-4268	Foley Products Co. Columbus, GA	\$16,558.00 Attachment #4	3419 54062 / \$526,652.84 Remaining UTILITIES / Sewer - Sewer Line Extensions	

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

WHEREAS, the State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies; and

WHEREAS, the Georgia Emergency Management Act provides local governments the authority to make agreements for mutual aid assistance in such emergencies to help ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those governments who render such assistance; and

WHEREAS, this Agreement will be executed jointly with the Georgia Emergency Management Agency/Homeland Security and multiple political subdivisions to allow for prompt, full, and effective utilization of the resources of the participating political subdivisions in the event of an emergency.

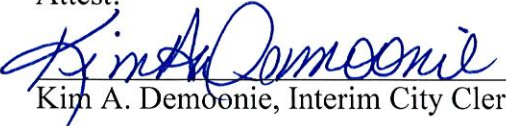
NOW, THEREFORE, BE IT RESOLVED that Mayor and Council hereby authorize Mayor Randy Toms to execute the Statewide Mutual Aid and Assistance Agreement on behalf of the City of Warner Robins, Georgia resulting in the City becoming a member and a participating party to this agreement.

This 18th day of November, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Kim A. Demoenie, Interim City Clerk

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Warner Robins

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

APPENDIX A
AUTHORIZED REPRESENTATIVE

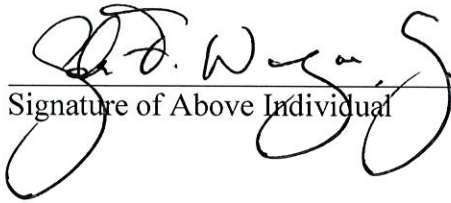
The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for City of Warner Robins (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

John F. Wagner, Jr.

Police Chief

Print Name

Job Title/Position



Signature of Above Individual

Ross Moulton

Fire Chief

Print Name

Job Title/Position



Signature of Above Individual

William F. Mulkey

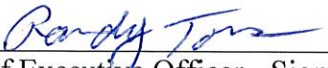
Interim Public Works Director

Print Name

Job Title/Position



Signature of Above Individual



Chief Executive Officer - Signature

Date: 11/18/2019

Randy Toms

Chief Executive Officer – Print Name

NO. 27 - 19
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, ANNEXING A TRACT OR PARCEL OF LAND CONTIGUOUS TO THE EXISTING CORPORATE LIMITS OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, a petition has been received from Debbie Struth, to annex the property which is more particularly described as follows, to-wit:

All that tract or parcel of land, lying and being in Land Lot 120 of the Fifth (5th) Land District, Houston County, State of Georgia, containing 0.644 of an acre, shown on a survey for H. Leroy Carter, et al, of record in Plat Book 41, Page 60, Clerk's Office, Houston Superior Court. The said plat and the recorded copy thereof are incorporated herein by reference thereto for all purposes.

The property is located on the north side of 502 S. Houston Lake Road and on the south side of 510 S. Houston Lake Road, Warner Robins, Georgia.

WHEREAS, the said land of Debbie Struth, 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 petitioner 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 Debbie Struth, on September 6, 2019, 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 November 18, 2019, adopted on November 18, 2019 and shall become effective November 18, 2019.

This 18th day of November, 2019.

CITY OF WARNER ROBINS, GEORGIA

BY: Randy Toms
RANDY TOMS, MAYOR

ATTEST:

Kim A. Demoonie
KIM A. DEMOONIE, INTERIM CITY CLERK

CITY OF WARNER ROBINS
GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

November 13, 2019

MAYOR
Randy Toms

Debbie Struth
108 Julee Emilyn Drive
Bonaire, GA 31005

**MEMBERS OF
COUNCIL**

Post 1

Daron Lee

Post 2

Carolyn Robbins

Post 3

Keith Lauritsen

Post 4

Tim Thomas

Post 5

Clifford Holmes, Jr.

Post 6

Mike Davis

CITY CLERK

Kathy Opitz
Interim

CITY ATTORNEY

James E. Elliott

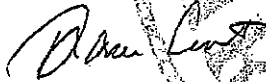
RE: ANNEXATION OF PROPERTY TOTALING 0.64 ACRES LOCATED AT HOUSTON LAKE ROAD, SOUTH OF CHANTILLY DRIVE FROM THE ZONING OF C-1 [COUNTY] TO C-1 [CITY].

Dear Mrs. Struth,

On November 12, 2019, the Planning and Zoning Commission for the City of Warner Robins recommended approval of, and forwarded, your petition for annexation and rezoning of the above-described property to Mayor and Council. To verify the date and time your petition will be heard by Council, please contact the City Clerk's office at 478-293-1000.

If you have any questions or need additional information regarding this matter, please feel free to call me at (478) 302-5522.

Best regards,



Darin Curtis, Zoning Assistant
Community Development

cc: File

APPLICATION

Property Owner(s) Name: Dobbie Struth Cellphone: 4787371619

Company Name (if applicable): _____ Office Phone: _____

Property Owner(s) Address: 108 Sulee Emigh Dr
Bonaville Ga 31055

Applicant's Name: _____ Cellphone: _____

Company Name (if applicable): _____ Office Phone: _____

Applicant's Address: _____

Property Information

PROPERTY OWNER IS REQUESTING THE ANNEXATION/REZONING PURSUANT TO OCGA§ 36-36-21, OF:

ADDRESS/LOCATION: 5 Houston Lake Rd

Tract#: _____ Parcel#: 10A-98 Land Lot(s): 120 Land District#: 5th

County: Houston Tax Parcel#: 00074E 166000 Total Acres: .64

Survey Prepared by: Scarborough Land Surveyors Dated 10/2/1991

Recorded in Plat Book#: 51 Page#: 181

Present Zoning: C-1 Requested Zoning: C-1

The property owner makes application in order to: (Describe in "detail" the reason for annex/rezone):

To facilitate a driveway
entrance to property

Infrastructure Information:

Is water available to this site? Yes No Jurisdiction: _____

Is sewer service available? Yes No Jurisdiction: Warner Robins

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the Owner/Applicant of scheduled date, times, and locations of the public meetings/hearings. The Owner/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.

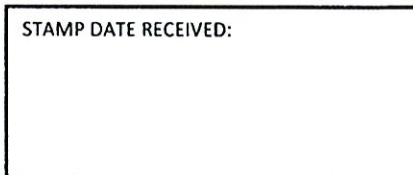
This form is to be executed under oath. I, Dobbie Struth, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

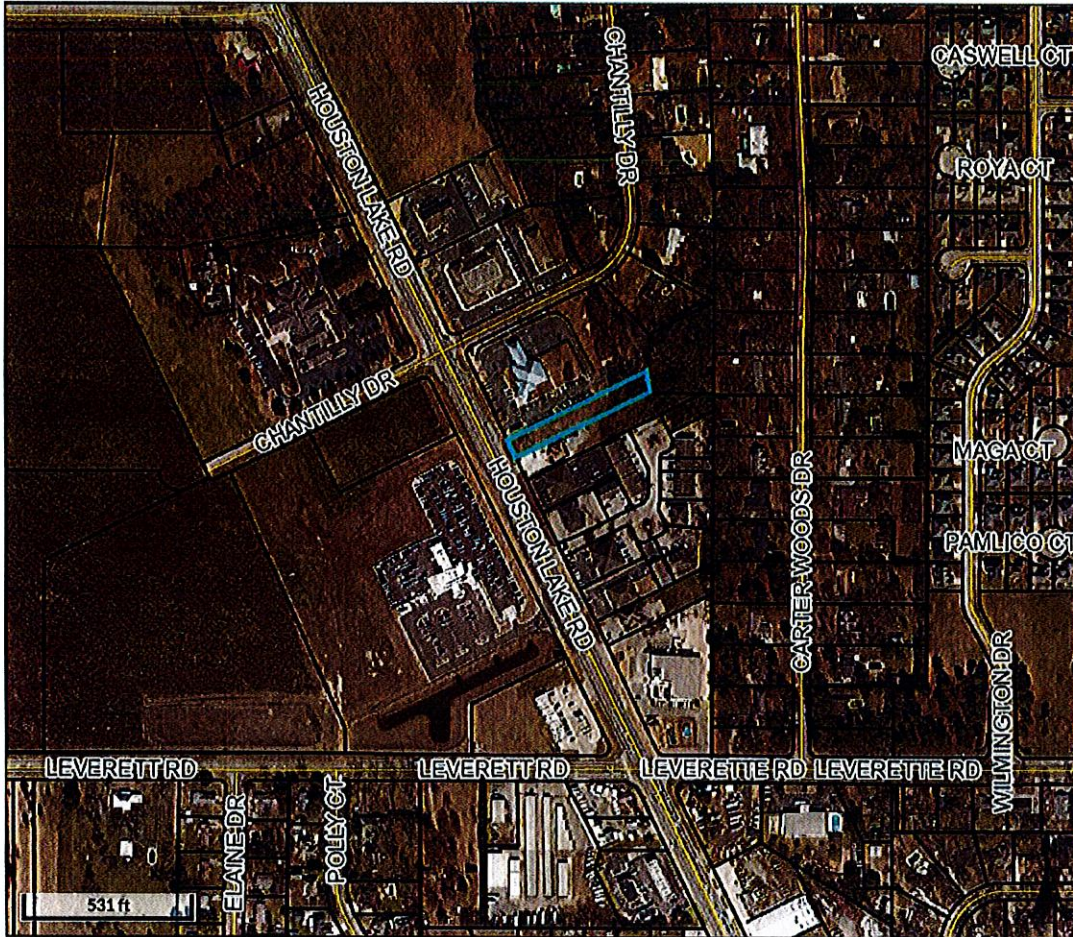
This ____ day of _____ 20 ____.

Owner/Applicant Signature _____

Print Name _____

STAMP DATE RECEIVED:





Overview



Legend

-  Parcels
-  Roads

Parcel ID	00074E 166000	Owner	STRUTH DEBBIE	Last 2 Sales			
Class Code	Commercial		108 JULEE EMILYN DR	Date	Price	Reason	Qual
Taxing District	County		BONAIRE GA 31005	10/7/1991	\$40500	36	U
	County	Physical Address	HOUSTON LAKE RD				
Acres	0.64	Assessed Value	Value \$118700				
		Land Value	Value \$118700				
		Improvement Value					
		Accessory Value					

(Note: Not to be used on legal documents)

Date created: 9/24/2019
 Last Data Uploaded: 9/24/2019 6:02:05 AM

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 GEOSPATIAL

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

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

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

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

-1-

Melissa Whitford, promoted from Administrative Clerk (UT), Job Class #975, Grade 9, Utility Department, to Gas Compliance Officer, Job Class #964, Grade 13, Utility Department, to be effective November 18, 2019.

-2-

Shawn Roby, promoted from Grounds Maintenance Worker I, Job Class #475, Grade 8, Public Works Department, to Public Works Maintenance Worker II, Job Class #453, Grade 9, Public Works Department, to be effective November 18, 2019.

-3-

Calvin Wells, promoted from Gas Service Worker, Job Class #919, Grade 9, Utility Department, to Equipment Operator (Gas), Job Class #911, Grade 12, Utility Department, to be effective November 18, 2019.


-4-

Scott Stiglitz, promoted from Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to be effective November 18, 2019.

-5-

Aundrea Day, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective November 18, 2019.

This 18th day of Nov, 2019

By: 
Randy Toms, Mayor

ATTEST:


Kim Demoonie, Interim City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

BE IT RESOLVED that Mayor and Council hereby authorizes Mayor Randy Toms to execute an agreement with The Peach County Board of Commissioners and Buc-ee's, LTD authorizing the execution of a development agreement by and between the parties.

This 18th day of November, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Kim A. Demoonie, Interim City Clerk

A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF WARNER ROBINS, GEORGIA, PEACH COUNTY, GEORGIA, AND BUC-EE'S, LTD. AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE PARTIES

WHEREAS, Buc-ee's, Ltd. (or its related assigns), desires to invest at least \$35,000,000 to improve real property located at the intersection of Interstate 75 and Richard B. Russell Parkway on approximately 22 acres of land in the City of Warner Robins, Peach County Georgia, described on Exhibit A attached hereto and construct thereon a Buc-ee's Travel Center; and

WHEREAS, the improvements constructed by Buc-ee's, Ltd. will create new real property value and new employment for not less than 175 persons; and

WHEREAS, Buc-ee's Ltd. has advised Warner Robins a contributing factor that would induce Buc-ee's Ltd. to construct the improvements and create the new jobs would be an agreement by Warner Robins to provide an economic development grant to Buc-ee's Ltd.; and

WHEREAS, Warner Robins has access to programs for infrastructure development including, but not limited to, the Special Purpose Local Option Sales Tax ("SPLOST"), and this Memorandum and the economic development incentives set forth herein are given and provided by Warner Robins pursuant to and in accordance with those programs; and

WHEREAS, Warner Robins has determined that providing an economic development grant to Buc-ee's, Ltd. in accordance with this Memorandum is in compliance with the intent of the City's economic development programs and will: (i) further the objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, Peach County has determined that contributing to the City's economic development grant to Buc-ee's, Ltd. in accordance with this Memorandum is in compliance with the intent of the County's economic development programs and will: (i) further the objectives of the County; (ii) benefit the County and the County's inhabitants; and (iii) will promote local economic development and stimulate business and commercial activity in the County.

NOW, THEREFORE, BE IT AGREED BY THE CITY COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA AND THE PEACH COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

SECTION 1. That the Economic Development Agreement will provide the framework by which the City, with participation from the County, shall provide funding for public traffic and utility improvements as generally described by the Preliminary Plans and Cost Estimate attached hereto as Exhibit B.

SECTION 2. That Buc-ee's, Ltd., upon execution of the Economic Development Agreement, will diligently proceed with the construction of the Travel Center.

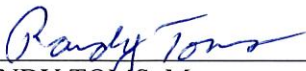
SECTION 3. That the Mayor, through his designated representative, is hereby authorized to negotiate and execute the Agreement on behalf of the City of Warner Robins and Peach County and is authorized to

carry out the City's responsibilities and rights under the Agreement, including without limitation the authorization to make the expenditures set forth in the Agreement.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this memorandum be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 5. This Memorandum shall be binding upon the parties and take effect immediately from and after the date below. The parties further agree that the Economic Development Agreement is yet to be written and the Economic Incentives are yet to be determined by the City and the County.

AGREED and APPROVED on the 18th day of November, 2019.




RANDY TOMS, Mayor
City of Warner Robins, Georgia

MARTIN MOSELEY, Chairman
Peach County, Georgia

JOE O'LEARY, Vice President
Buc-ee's, Ltd.

ATTEST:



City Clerk, Warner Robins, Georgia

APPROVED AS TO FORM:



City Attorney

ATTEST:

County Clerk, Peach County, Georgia

APPROVED AS TO FORM:

County Attorney

No.: 28-19
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

BE IT HEREBY ORDAINED by Mayor and Council of the City of Warner Robins that **thirty-five thousand dollars (\$35,000)** be taken from General fund account number **1555.52300, General Insurance/Property** and transferred to the Sanitation Fund for the purchase of real estate described as Lots 1 & 2 located in Land Lot 198 of the Fifth (5th) Land District of Houston County, Georgia.

These funds shall be transferred and placed in account number **52.52102 Landfill Expense** in the Sanitation Fund.

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

This ordinance was first read on Nov 18, 2019 and shall become effective upon adoption this 18th day of November, 2019.

CITY OF WARNER ROBINS

By: Randy Toms
Randy Toms, Mayor

Attest:

Kjm Demoone
Kjm Demoone, Interim City Clerk