



**HARRIS COUNTY BOARD OF COMMISSIONERS**  
Commission Chamber, Room 223, Harris County Courthouse  
**AGENDA - TUESDAY, FEBRUARY 18, 2025**

**REGULAR SESSION**  
**6:30 P.M.**

**CALL TO ORDER**

**INVOCATION / PLEDGE OF ALLEGIANCE**

**MINUTES**

1. Regular Session of February 4, 2025

**APPEARANCE OF CITIZENS**

2. Sue Stepp - Concerns about Direction and Changes at the Humane Society
3. Caleb Brewer – Little League Fields

**OLD BUSINESS**

4. Consider an Ordinance of the Board of Commissioners of Harris County, Georgia to Amend the Harris County Code of Ordinances, Chapter 2, Article V, as Amended; and for Other Purposes.
5. Appointments to the Board of Tax Assessors

**NEW BUSINESS**

6. Harris County Humane Society Building Expansion
7. Economic Development Update

**COUNTY MANAGER**

8. Project Updates

**COUNTY ATTORNEY**

**ADJOURNMENT**

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 1</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Minutes	
<b>Summary Information:</b>	
<ul style="list-style-type: none"> <li>• Attached are the minutes for the Regular Session of February 4, 2025.</li> </ul>	
<b>Affected Departments:</b> Administration	
<b>Attachments:</b> 1	

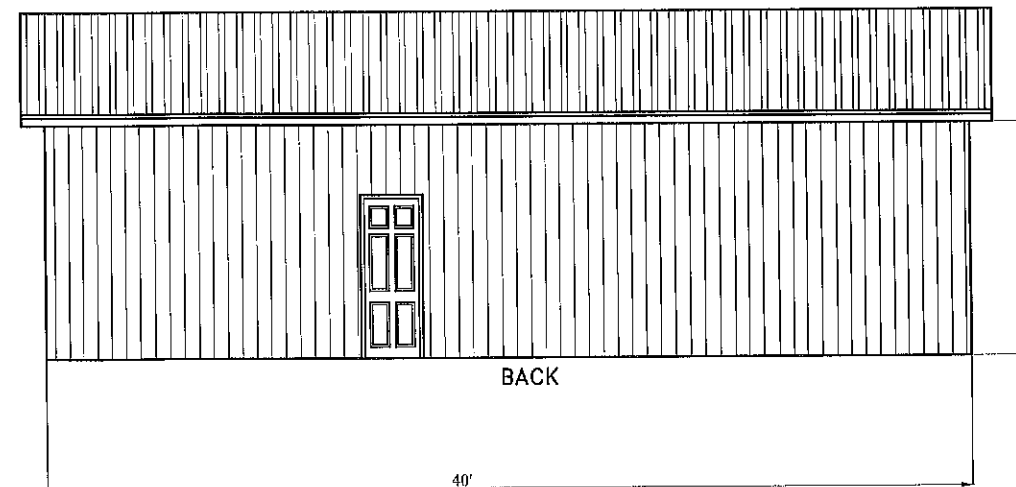
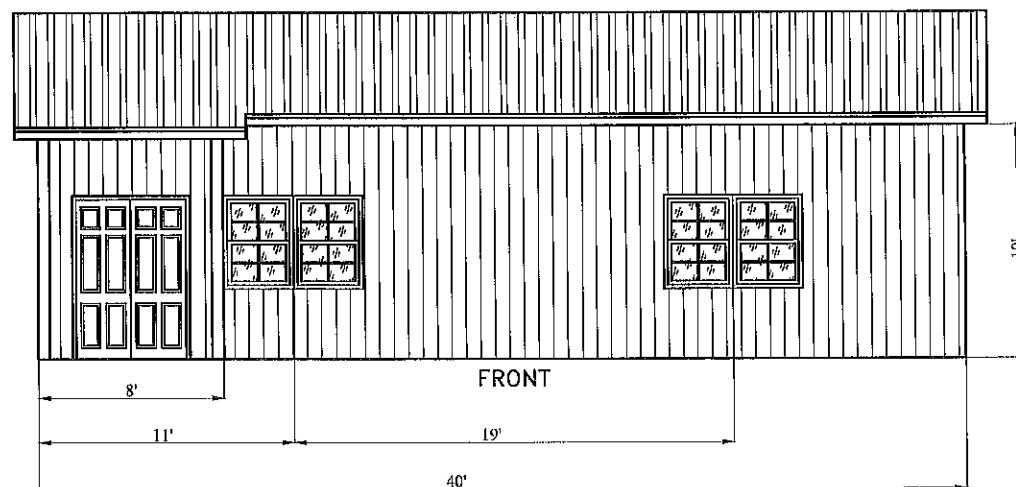
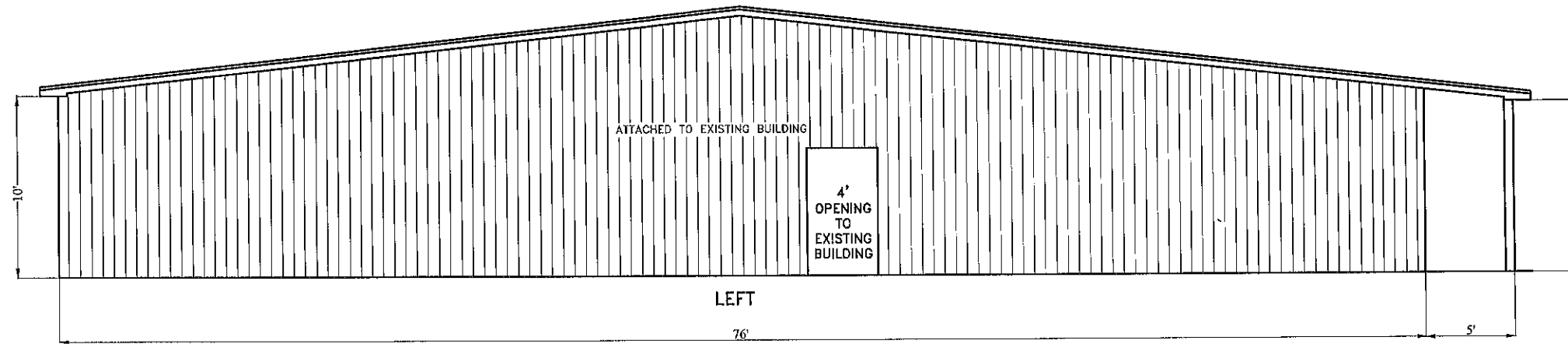
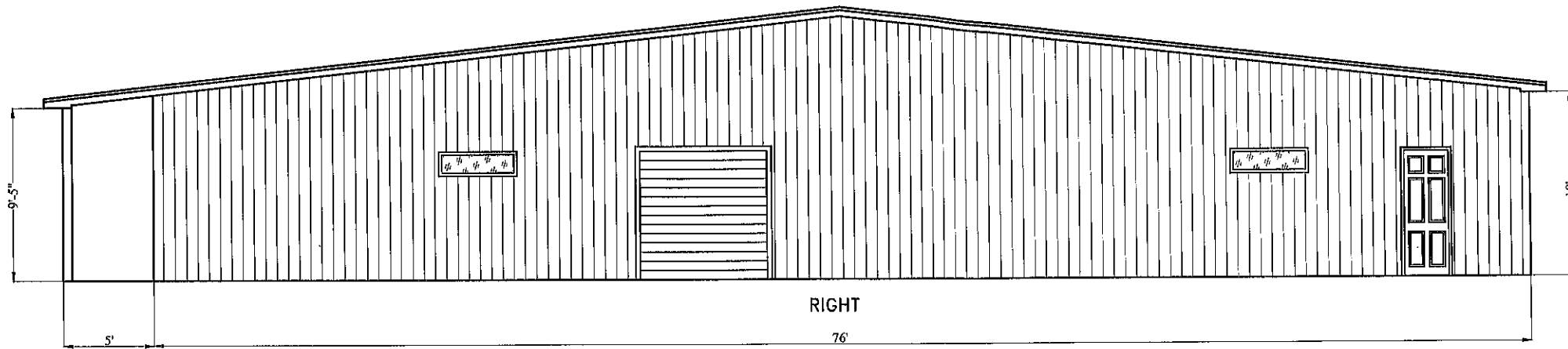
<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 2</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Sue Stepp – Concerns about Direction and Changes at the Humane Society	
<b>Summary Information:</b>	
<ul style="list-style-type: none"><li>• Sue Stepp, citizen, has requested to appear before the Board to discuss concerns about the direction and changes at the Humane Society.</li> <li>• Ms. Stepp has been provided with a copy of the Local Rules of Order and advised that she has five (5) minutes in which to make her comments.</li></ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b> 0	

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 3</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Caleb Brewer – Little League Fields	
<b>Summary Information:</b>	
<ul style="list-style-type: none"> <li>• Caleb Brewer, citizen, has requested to appear before the Board to discuss the Little League fields.</li>   <li>• Mr. Brewer has been advised that he has five (5) minutes in which to make his comments.</li> </ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b> 0	

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 4</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Consider an Ordinance of the Board of Commissioners of Harris County, Georgia to Amend the Harris County Code of Ordinances, Chapter 2, Article V, as Amended; and for Other Purposes.	
<b>Summary Information:</b>	
<ul style="list-style-type: none"> <li>• The County Attorney will provide an ordinance amendment for the Board's consideration should they desire to increase the members on the Board of Tax Assessors from three members to five members.</li> </ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b>	

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 5</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Appointments to the Board of Tax Assessors	
<b>Summary Information:</b>	
<ul style="list-style-type: none"><li>• The Board of Commissioners are considering expanding the Board of Tax Assessors from three members to five members.</li><li>• If the Board of Tax Assessors composition is changed via an ordinance amendment, additional members will need to be appointed to fill those places.</li><li>• A motion and vote would be needed to approve any new appointments.</li></ul>	
<b>Affected Departments:</b> Tax Assessor's Office	
<b>Attachments:</b> 0	

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 6</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Harris County Humane Society Building Expansion	
<b>Summary Information:</b>	
<ul style="list-style-type: none"> <li>• The Harris County Humane Society and Hughston Homes will be in attendance to provide information and answer any questions that the Board may have.</li>   <li>• Section 4 of the Lease Agreement between the Board of Commissioners and the Humane Society states that “all plans and construction improvements, to include permanent or portable buildings and changes subsequent to the initial construction, must have prior written consent of County and be in full compliance with all building codes, ordinances, rules and regulations to Harris County.”</li> </ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b> 2	



TITLE:  
THE  
HSofHC

LOT #:

REVISIONS:

ALL PLANS ARE PROTECTED AND HAVE BEEN  
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SHEET NAME:  
FRONT & RIGHT

NOTES:

DRAWING BY:  
JSL

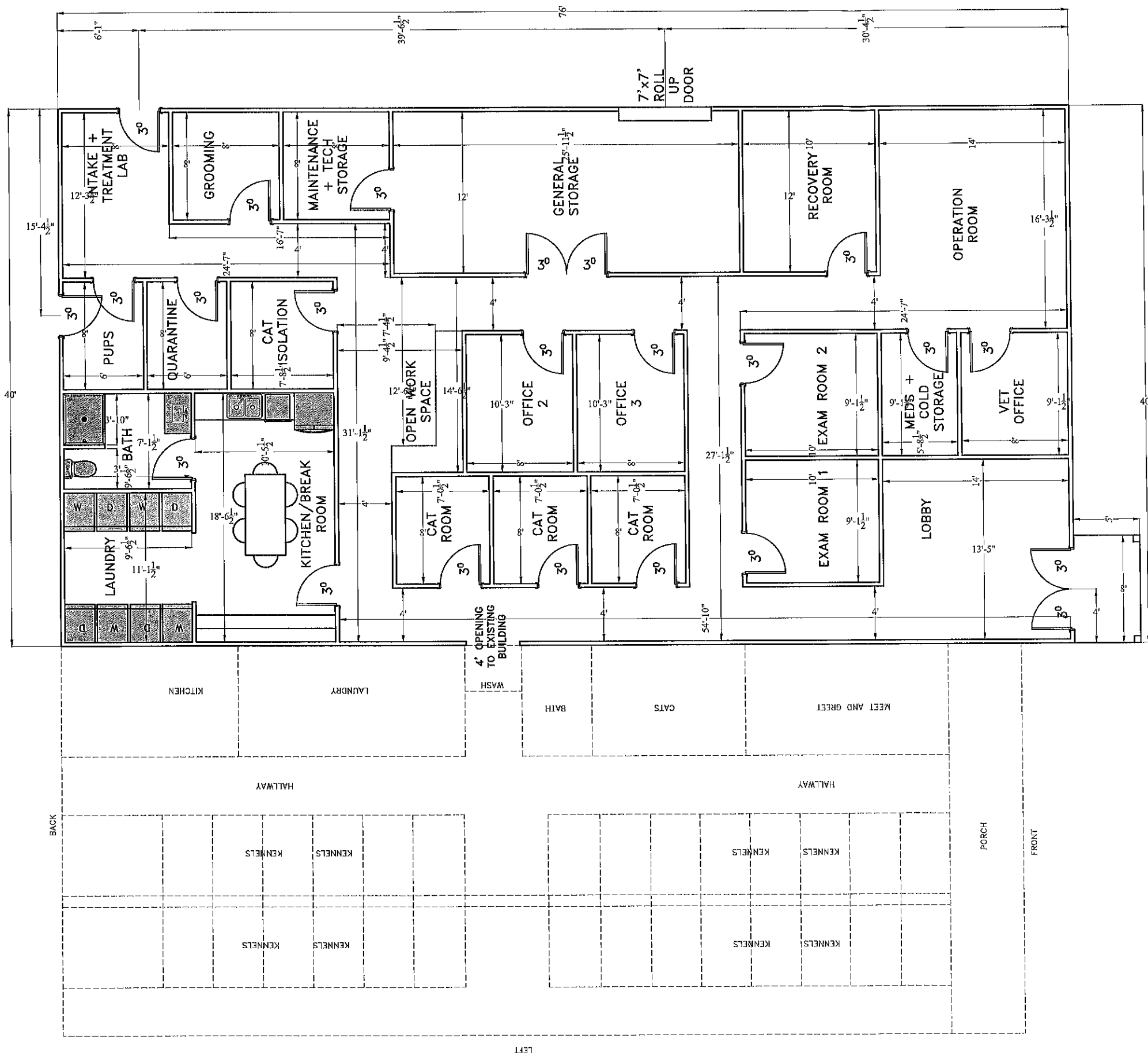
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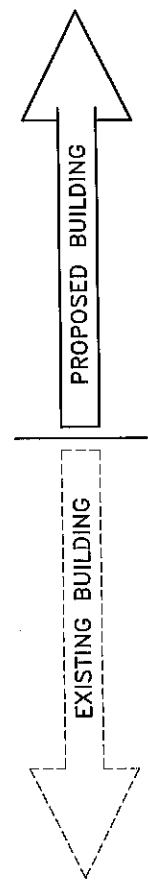
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**1**







AREA CALCULATIONS		
DESCRIPTION		
MAIN LEVEL	3040	SF
TOTAL CONDITIONED	3040	
GARAGE	0	SF
FRONT COVERED PORCH	40	SF
REAR COVERED PORCH	0	SF
TOTAL UNDER ROOF	<b>3080</b>	SF



**Hughston  
Homes**  
Builders

TITLE:  
**THE  
HSofHC**

LOT #:

REVISIONS:

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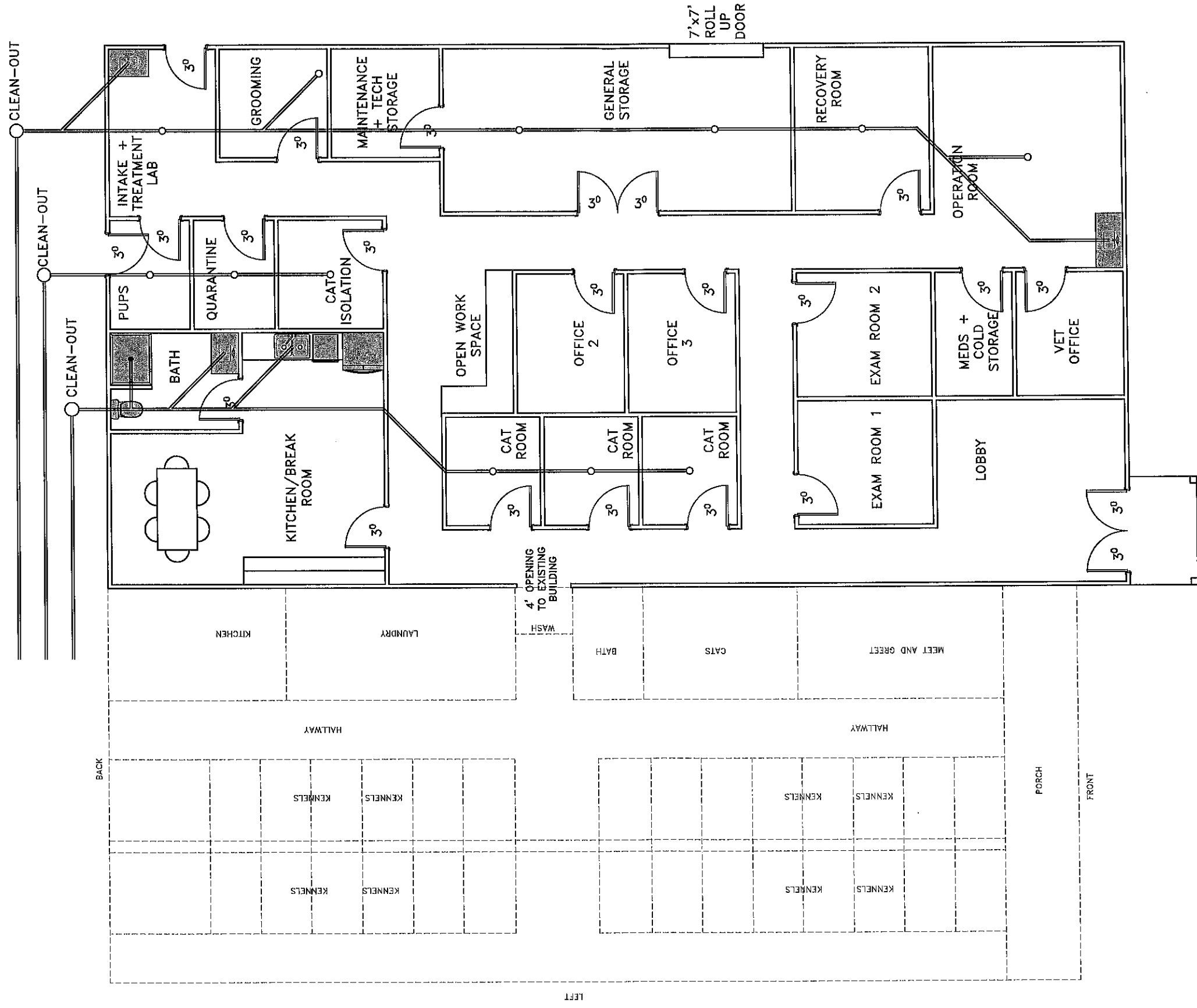
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TITLE:  
 THE  
 HSofHC

LOT #:

REVISIONS:

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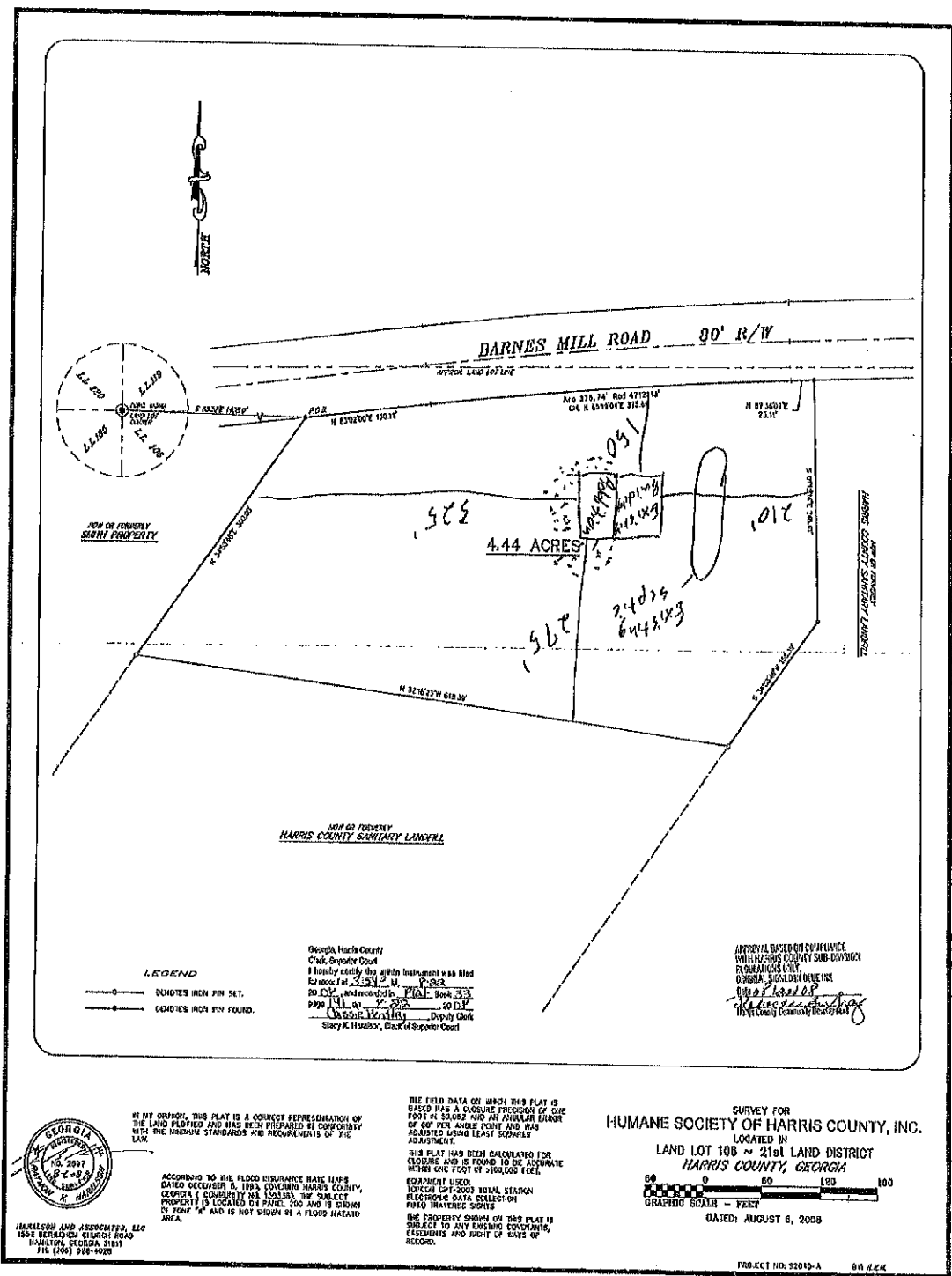
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**LEASE AGREEMENT**

STATE OF GEORGIA  
HARRIS COUNTY

THIS LEASE AGREEMENT, made and entered into as of the 18<sup>th</sup> day of November 2008, by and between HARRIS COUNTY, a political subdivision of the State of Georgia, acting by and through the BOARD OF COMMISSIONERS OF HARRIS COUNTY, hereinafter referred to as "County", and the HUMANE SOCIETY OF HARRIS COUNTY, INC., a non-profit corporation organized under the laws of the State of Georgia, hereinafter referred to as "Humane Society",

WHEREAS, Humane Society is a non-profit organization whose purpose is to assist in the welfare and adoption of dogs and cats; and

WHEREAS, County owns property upon which Humane Society desires to build and operate an animal shelter for the citizens of Harris County and the dogs and cats in Harris County; and

WHEREAS, County believes that the use of such property by Humane Society will benefit the citizens of Harris County; and

WHEREAS, County and Humane Society wish to provide for the lease of said land for the use thereof in the placement of abandoned or impounded dogs and cats in Harris County; and

WHEREAS, the parties are competent to enter this Lease pursuant to their respective charters and laws of the State of Georgia; and

NOW THEREFORE, based upon the mutual benefits to be derived by the parties hereto, it is hereby covenanted, promised and agreed as follows:

**1. PROPERTY**

County does hereby lease to Humane Society and Humane Society does hereby lease from County for the consideration and upon the terms and conditions and for the purpose hereinafter set forth, the following described real estate currently zoned A-1 (hereafter referred to as the "Leased Premises"):

All that tract or parcel of land containing 4.44 acres situate, lying and being on the South side of Barnes Mill Road and being in Land Lot 106 of the 21<sup>st</sup> Land District of Harris County, Georgia, which property is more particularly described as follows: Beginning at a concrete monument found at the common corners of Land Lots 105, 106, 119 and 120 of the 21<sup>st</sup> Land District of Harris County, Georgia, thence running South 88°52'00" East a distance of 1408.0 feet to the point of beginning, running thence North 83°02'00" East a

distance of 130.11 feet to a point on the ground, thence 375.74 feet along a curve to the right with a radius of 4712.13 feet to a point on the ground, thence proceed North 87°36'07" East a distance of 23.11 feet to an iron pin found; thence South 01°12'14" East a distance 246.41 feet to an iron pin found; thence South 34°53'46" West a distance of 158.39 feet to an iron pin set; thence North 82°18'23" West a distance of 618.35 feet to an iron pin set; then North 34°53'46" East a distance of 300.00 feet to an iron pin found, which point is the point of beginning.

The above-described property is more fully shown on a plat entitled "Survey for Humane Society of Harris County, Inc.," dated August 6, 2008, prepared by Raymon K. Haralson, Registered Land Surveyor and recorded in Plat Book 33 at Page 141 in the Office of the Clerk of the Superior Court of Harris County, Georgia, which plat is by this reference incorporated herein and made a part hereof for the purpose of more complete description.

## 2. TERM

This Lease shall commence on the 1<sup>st</sup> day of December, 2008, and shall extend for twenty-five (25) years thereafter and shall terminate at midnight on the 30<sup>th</sup> day of November, 2033, unless the same shall be extended or renewed or sooner canceled or terminated as hereinafter set forth; provided however, that after the initial term of this Lease, the lease shall automatically renew and extend for successive five (5) year periods thereafter upon the same terms and conditions unless either party hereto shall give written notice of termination or cancellation not less than ninety (90) days prior to the expiration of the initial term or any renewal term. In any event, the County shall not unreasonably withhold renewal of agreement.

## 3. RENT

Humane Society and County agree that Humane Society shall not be obligated to pay rent for the Leased Premises during the term of the Lease; provided, however, as consideration for this Lease, Humane Society agrees that it will use and operate the Leased Premises for the use and general good of Harris County citizens for the general uses as an animal shelter for abandoned, abused or impounded dogs and cats, which the County determines to be good and valuable consideration.

#### **4. IMPROVEMENTS**

A. Humane Society shall have the right to construct a building on the Leased Premises in which to house an animal shelter at Humane Society's sole expense, as may be desired by Humane Society. All plans and construction improvements, to include permanent or portable buildings and changes subsequent to the initial construction, must have prior written consent of County and be in full compliance with all building codes, ordinances, rules and regulations of Harris County.

B. Humane Society shall not create or allow any liens to be placed on the Property; nor shall Humane Society pledge the mortgage or encumber the Leased Premises.

C. The building, and future buildings approved by County, constructed on the Leased Premises by Humane Society shall be served by a septic tank and public water, if available. If public water is not available, Humane Society shall drill a well to provide an adequate water supply to the facility on the Leased Premises.

D. Humane Society shall erect and maintain a fence around the building constructed on the Leased Premises. A natural buffer at least fifty (50) feet in width shall be maintained at all times around the Leased Premises except the side fronting on Barnes Mill Road, which shall be properly landscaped to be aesthetically pleasing.

#### **5. ROLE OF HUMANE SOCIETY**

Humane Society shall administer an adoption program and an animal shelter on the Leased Premises for the adoption for only dogs or cats acquired by Humane Society and for no other animals. Humane Society shall have the sole discretion to determine the dogs or cats to accept and the future of those animals. At all times hereunder, Humane Society shall maintain a valid license from the Georgia Commissioner of Agriculture as required by the Georgia Animal Protection Act. Humane Society shall comply with all laws of the State of Georgia, the rules and regulations of the Georgia Department of Agriculture, and all ordinances of Harris County, and should Humane Society fail to so comply, Harris County may terminate this Lease.

#### **6. CONDITION OF PROPERTY**

Humane Society accepts the Leased Premises as is and in the condition that now exists and acknowledges that Humane Society has the full, complete and total responsibility for the construction, maintenance, repair, and upkeep of the Leased Premises including construction, maintenance, repair and upkeep of any improvements made to the Leased Premises by Humane Society and will make any and all such improvements or repairs to the Leased Premises and maintain the same as may be required for the uses contemplated by Humane Society under this Lease Agreement. Humane Society may at its discretion, maintain property damage insurance to



cover its improvements or contents in the building located thereon, being aware that the County does not and will not carry or provide property damage insurance for the Leased Premises. Humane Society will at all times keep the Leased Premises and all buildings constructed thereon reasonably neat, clean, and presentable and free of all hazards and in a good state of repair and in a sanitary condition. Leased Premises shall be locked at all times when Humane Society personnel are not present.

#### **7. USE AND TERMINATION**

A. Humane Society will use the premises solely as an animal shelter, and for no other purposes to include appropriate animal housing, exercise, storage, equipment, examination, quarantine, isolation, spaying/neutering, and office/conference/staff/file/reception areas and not for profit in accordance with Humane Society's corporate purpose and responsibility. Humane Society shall not, without the prior written consent of County, use the Leased Premises for any other purpose nor will Humane Society sub-lease or rent the premises or any portion thereof without the prior written consent of County. In the event Humane Society shall cease as an entity to exist, shall cease to use the Leased Premises for the purposes provided herein or abandons the property for more than six (6) months, then this Lease shall terminate immediately and possession of the said Leased Premises shall forthwith revert to County.

B. In the event that Humane Society does not construct and occupy a building on the Leased Premises for the uses contemplated herein on or before January 1, 2012, this Lease shall terminate and possession of the Leased Premises shall revert to County.

#### **8. INSURANCE**

Humane Society shall maintain and carry liability insurance thereon through the term of the Lease. Humane Society, as a part of the consideration of this Lease, does hereby covenant and agree to save and hold County harmless from any loss, claim damage or other expense which may occur to County or be sustained by County or any of the officers, agents, or employees of County as the result, directly or indirectly of the use of such Leased Premises by Humane Society. Humane Society shall produce a Certificate of Insurance to County within ninety (90) days of the date of said lease. Therefore, Humane Society shall furnish a Certificate of Insurance to County on or before December 1 of each year during the remaining term of the Lease.

#### **9. STORAGE OF HAZARDOUS SUBSTANCES**

Humane Society agrees not to place or store, or permit to be placed or stored on the Lease Premises, any environmentally hazardous or potentially harmful substances, contaminants or other

materials which are now, or in the future, subject to regulation under any applicable federal, state or local laws, rules, regulations or orders.

**10. REMOVAL OF IMPROVEMENTS**

Upon termination of this Lease for any reason, all improvements to the Leased Premises installed by Humane Society shall be the property of Humane Society. Humane Society shall have the right to remove the improvements. In the event of such removal, any damage done to the Leased Premises by any such removal shall be promptly repaired by Humane Society at Humane Society's expense.

**11. NOTICES**

All notices given hereunder between the parties shall be in writing and shall be deemed given when personally delivered or when mailed by certified first class mail, return receipt requested, postage prepaid, or by a recognized overnight courier service, as follows:

County: County Manager  
Harris County Board of Commissioners  
104 North College Street  
Post Office Box 365  
Hamilton, GA 31811-0365

Humane Society: Harris County Humane Society, Inc.  
Post Office Box 264  
Hamilton, GA 31811-0264

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers have caused their respective names and seals to be hereunto affixed, in duplicate, each of which shall be considered an original, on the day and year first above written.

***[SIGNATURES ON FOLLOWING PAGE]***

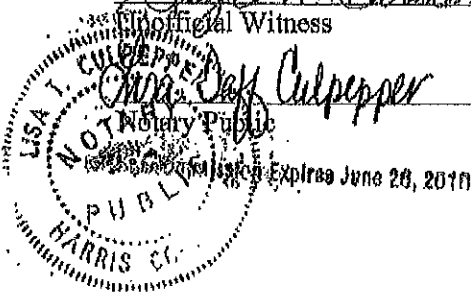
HARRIS COUNTY, a political subdivision of the State of Georgia, acting by and through the BOARD OF COMMISSIONERS OF HARRIS COUNTY

BY: J. Harry Lange  
J. Harry Lange, Chairman

Attest: Nancy D. McMichael  
Nancy D. McMichael, County Clerk

Signed, sealed and delivered on the 18 day of November, 2008, as to the Board of Commissioners of Harris County in the presence of:

Stacy R. Harmon  
Unofficial Witness



Lisa J. Culpepper  
Notary Public  
Commission Expires June 28, 2011

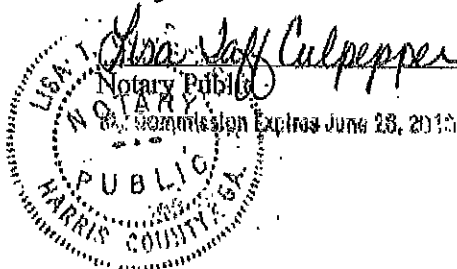
HUMANE SOCIETY OF HARRIS COUNTY, INC.

BY: Sue E. Hanley  
Board Member Signature

Sue E. Hanley  
Board Member Printed Name

Signed, sealed and delivered on the 18 day of November, 2008, as to the Board of Commissioners of Harris County in the presence of:

Stacy R. Harmon  
Unofficial Witness



Lisa J. Culpepper  
Notary Public  
Commission Expires June 28, 2011

BY: Kathryn D. Genova  
Board Member Signature

Kathryn D. Genova  
Board Member Printed Name

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 7</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Economic Development Update	
<b>Summary Information:</b>	
<ul style="list-style-type: none"><li>• Greg Panzer, Economic Development Director, will be in attendance to provide an update.</li></ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b> 0	

<b>Harris County Board of Commissioners</b>	<b>Agenda Item No. 8</b>
<b>Meeting:</b> Regular Commission Meeting	<b>Meeting Date:</b> 02/18/2025
<b>Agenda Item Title:</b> Project Updates	
<b>Summary Information:</b>	
<ul style="list-style-type: none"><li>• County Clerk Andrea Dzioba will provide an update related to projects.</li></ul>	
<b>Affected Departments:</b>	
<b>Attachments:</b>	