

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, APRIL 12, 2022

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, BOBBY BARBER, JR, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order, Vice Chairman Brinson gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' meeting held March 22, 2022, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING – Animal Control Ordinance

Commissioner Brock made a motion to enter into the Public Hearing. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens recognized County Administrator Thomas who stated the Community Development Director, Steve O'Neil was at the March 8, 2022 meeting to present the ordinance for review by the Board for approval. County Administrator Thomas stated Mr. O'Neil is present today to go over any items in question and stated the item Commissioner Barber wanted corrected at the last meeting has been done in the revised ordinance that is enclosed in the Commissioners' packets.

County Administrator Thomas recognized Mr. O'Neil who stated the ordinance was introduced last month and is basically the combination of the City of Bainbridge ordinances with Decatur County's ordinances to simplify the process for the animal control officers. Mr. O'Neil stated he would be glad to answer any questions of the Board. There were no questions from the Board, Chairman Stephens asked if there were any questions or comments from the audience.

There being no further discussion from the Board or the audience, Commissioner Anderson made a motion to enter back in to regular session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Animal Control Ordinance. Commissioner Davis made a motion to approve the ordinance, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Proposed Property Annexation. Chairman Stephens recognized County Administrator Thomas who stated there was an email in the Commissioners' packet that Community Director Steve O'Neil had sent to serve as notice of the City of Bainbridge's intent to annex three properties into the City of Bainbridge. The first property is owned by the Development Authority and is approximately 250 acres (parcel 00680010) located north of the Danimer site off of Pondtown Road. Second is parcel 00960039A00 owned by the Board of Education for the purpose of building the new Middle School. Third, the properties on the north side of Forrest Lane currently receive city water and letters were sent to the property owners with this intent should have been received sometime last week.

County Administrator Thomas yielded to Community Development Steve O'Neil to answer any questions the Board may have on the city's intent to annex the above properties. County Attorney Kirbo stated this is simply a notice the City of Bainbridge is giving the Board of their intent to annex these properties. After the annexation documents are created and served upon Decatur County and if Decatur County has reasons to object to the annexation that will be the time to do so, not today. Mr. O'Neil stated the annexations will come before the Planning Commission to establish zoning on May 10, 2022 followed by the city council on May 17, 2022.

Vice Chairman Brinson made a motion acknowledging the intent of annexations of the above properties. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Comments from Daughtry Melton. Chairman Stephens recognized Mr. Melton who stated he wanted to express his concerns on the medical condition of Decatur County. Mr. Melton stated Memorial Hospital needs to be improved to offer better medical care for the citizens of Decatur County.

Consider Contract Approval for Engineering Services – Airport Apron Rehab. Chairman Stephens recognized County Administrator Thomas who stated there's two proposals attached to the Commissioners' packet from our airport consultants, Passero Associates, LLC. The first proposal is for the engineering construction phase services Rehabilitate Terminal Apron Pavement for a total price of \$131,700. This includes federal and state monies, the federal and state cost would be 95% and the local cost would be 5%.

The second proposal is also from our airport consultants, Passero Associates, LLC and is for engineering bid phase services Rehabilitate Terminal Apron Pavement. County Administrator Thomas stated this was the initial bid for the Rehabilitate Terminal Apron Pavement and we only received one bid. The bid process included four phases for an upward amount of \$5,000,000, so with only one bid being received and for a \$5,000,000 project we thought it was in our best interest to rebid the project. But, with us rebidding the project the federal and state will not participate in this agreement and would be the sole responsibility of Decatur County. The total cost to rebid the project was \$11,250. County Administrator Thomas recommends approval of both proposals presented so we can move forward with the airport projects. County Administrator Thomas also stated we are looking at phase III of what we bid and is roughly a \$2,000,000 project with the federal cost share being 90% and the state cost share being 5% and local cost being 5%. Commissioner Davis made a motion to approve both contracts, copies of which are attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Tax Sale Properties. Chairman Stephens recognized County Administrator Thomas who stated the Board previously gave authority to Terry Howe & Associates to do an online sale of tax properties. The list of properties is included in the

Commissioners' packet. The blue highlighted properties are those that we have a contract on today. The Board authorized Mr. Howe to post these properties and advertise for sale. County Administrator Thomas stated we have contracts for nine of the properties and recommends approval by the Board. County Attorney Kirbo stated that Mr. Howe now has signed contracts and required earnest monies for some of the non-highlighted properties on the list and suggests that the Board go ahead approve those contracts as well. County Administrator Thomas is in agreement with County Attorney Kirbo. Vice Chairman Brinson made a motion to approve the current and future contracts pertaining to the tax sale properties. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Engineering Services Proposal – MSW Cell 6. Chairman Stephens recognized County Administrator Thomas who stated Michael Biers has been our Landfill engineer for several years and in the Commissioners' packet there's a letter received from Mr. Biers stating that based on cell 5's current waste-stream it's remaining capacity would be 7-8 years. Therefore, Mr. Biers is proposing for Decatur County to begin preparation of construction plans for MSW Cell No. 6. County Administrator Thomas stated 7-8 years is not a long time when you are dealing with construction of a landfill and all the processes that go along with it as well as receiving necessary permits could take years to receive. County Administrator Thomas recommends approval by the Board for Mr. Biers to prepare construction plans for MSW Cell No. 6 and the cost will not exceed \$25,000, a copy of which is attached. Commissioner Davis made a motion to approve the proposal. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Approval for Sale of Timber – Landfill. Chairman Stephens recognized County Administrator Thomas who stated our consultant, Alan Emmons with Southern Forestry Consultants has recommended a timber sale agreement with Coastal Plywood Co. County Administrator Thomas stated the itemized prices are included in the Commissioners' packet with the purchaser agreeing to make an advance payment of \$120,000. Decatur County would be paid \$110,400 and \$9,600 would be paid to Southern Forestry Consultants for consulting services. County Administrator Thomas recommends approval by the Board. Also, County Administrator Thomas informed the Board that we are in the process of accepting bids for a new scale at the landfill due to the current scale being in poor condition and having high maintenance cost. The current scale house will be relocated and the revenues from the sale of timber can offset the cost of the new scale. Vice Chairman Brinson made the motion to approve the sale of timber agreement, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Appointment – Library Board. Chairman Stephens stated that Beverly Pollock was unable to attend the meeting tonight due to having covid, but has confirmed she is willing to serve on the Library Board. Chairman Stephens recognized County Administrator Thomas who stated a letter was received from Shirley Beck, the Chair of the Southwest Georgia Regional Library Board requesting that Beverly Pollock take the place of Jan Godwin, who's final term will end June 30, 2022. County Administrator Thomas stated Mrs. Pollock has agreed to the appointment with the term beginning July 1, 2022 and will end June 30, 2025 and recommends approval by the Board. Commissioner Barber made the motion to approve the appointment. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Surplus Property of Public Works. Chairman Stephens recognized County Administrator Thomas who stated the list of surplus property is in the Commissioners' packet where Public Works is requesting to surplus and disposal by selling on govdeals. The list includes, 2010 International service truck, 2009 E350 bus, 2013 Ford Cutaway bus and a rotary broom refill. County Administrator Thomas recommends approval by the Board. Commissioner Davis made the motion to approve the sale of surplus property. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Brock, was duly adjourned. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Approved: Pete Stephens
Chairman, Pete Stephens

Attest: Michelle B. West
County Clerk, Michelle B. West



BAINBRIDGE-DECATUR COUNTY ANIMAL CONTROL ORDINANCE

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ARTICLE I. - IN GENERAL

SEC. 14-1. - DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned animal means any domesticated animal that has been placed upon public property or within a public building or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, when it has been unattended and without proper food and water for a period in excess of 36 hours, regardless of where the animal may be found or kept.

Adequate care or care means the responsible practice of good animal husbandry, handling, production, management, confinement, feeding, watering, protection, shelter, transportation, treatment, and, when necessary, euthanasia, appropriate for the age, species, condition, size and type of the animal and the provision of veterinary care when needed to prevent suffering or impairment of health.

Adequate exercise or exercise means the opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

Adequate feed means access to and the provision of food that is of sufficient quantity and nutritive value to maintain each animal in good health; is accessible to each animal; is prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal; is provided in a clean and sanitary manner; is placed so as to minimize contamination by excrement and pests; and is provided at suitable intervals for the species, age, and condition of the animal, but at least once daily, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species.

Adequate shelter means provision of and access to shelter that is suitable for the species, age, condition, size, and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species.

Adequate space means sufficient space to allow each animal to: (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal; and (ii) interact safely with other animals in the enclosure. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.

Adequate water means provision of and access to clean, fresh, potable water of a drinkable temperature that is provided in a suitable manner, in sufficient volume, and at suitable intervals appropriate for the weather and temperature, to maintain normal hydration for the age, species, condition, size and type of each animal, except as prescribed by a veterinarian or as dictated by naturally occurring states of hibernation or fasting normal for the species; and is provided in clean, durable receptacles that are accessible to each animal and are placed so as to minimize contamination of the water by excrement and pests or an alternative source of hydration consistent with generally accepted husbandry practices.

Animal at large means any animal not under restraint and off the property of its owner.

Animal control officer means any employee of Bainbridge-Decatur County Marshall's Office with the responsibility of enforcing the Bainbridge-Decatur County animal control ordinance(s).

Animal shelter means the facility designated by the Bainbridge City Council and the Decatur County Board of Commissioners for the detention of animals.

Animal shelter officer means any person so designated by the animal shelter director to perform the duties prescribed by this chapter.

Animal under restraint means any animal secured by a leash or lead; or enclosed by way of fence or other enclosure; or under the control of a responsible and competent person and obedient to that person's commands, and the person being present with the animal; or an animal confined within a vehicle, parked or in motion.

Domesticated animals means animals that are accustomed to living in or about the habitation of men, including but not limited to cats, cows, dogs, fowl, horses, swine, ferrets and other domesticated wild animals and/or exotic animals. This definition only applies to those animals mentioned and is only applicable to this chapter and in no way affects the meaning or application of a definition of the described animal, as may be found in any other city/county ordinance.

Guard dog means any dog which has been trained to attack persons or other animals independently or upon oral command and any dog which, while not so trained, is reasonably expected to perform as a guardian of the property upon and within which he is located.

Owner means any person who owns, keeps, harbors or acts as custodian of a domesticated animal.

Public nuisance means any animal other than a guide or working animal which:

- (1) Enters any retail establishment, excluding any shop for the sale of animal pets or pet supplies which expressly issues an invitation for animals to enter in the accompaniment of its owner, during the time that any such establishment is open for use by the public except that the owner or operator of any business may keep his own dog on the premises of the business;
- (2) Enters upon any private or public school premises during the hours in which school is in session or school activities are taking place;
- (3) Jumps upon any person to the annoyance of such person;
- (4) Damages or destroys private property;
- (5) Defecates upon any private property other than that of the owner of the animal;
- (6) Barks or howls so as to subsequently disturb the peace;
- (7) Is found running at large in violation of this chapter;
- (8) Is malicious as defined in section 14-9 of this chapter;
- (9) Produces, because of quantity, manner or method in which the animals are domesticated or maintained, unsanitary conditions in the city/county;
- (10) Attacks passersby or passing vehicles; and
- (11) Poses a risk to the public health, welfare or safety according to the rules and regulations promulgated by the county health department, whose rules and regulations are incorporated in and made a part of this chapter as if fully set out.

Any person that knowingly keeps, owns, harbors or acts as custodian of an animal constituting a nuisance shall be guilty of an unlawful act and shall be punishable as provided in this chapter.

Malicious animal means any animal, which constitutes a physical threat to human beings, or other domesticated animals by virtue of one or more attacks of such severity as to cause property damage or physical injury. An animal shall also be considered malicious and not under restraint if it makes an unprovoked attack on other domesticated animals that are under restraint or on human beings or on physical property of another. Dogs are excluded in this definition of malicious animal and is subject to terms and classifications in Article III.

SEC. 14-2. - RUNNING AT LARGE PROHIBITED.

It shall be unlawful for the owner of any animal to allow it to run at large unattended on or about the streets and highways of the incorporated and/or unincorporated areas of Decatur County or upon the property of another without the property owner's consent. The Bainbridge-Decatur County Animal Control Office is authorized to impound any such animal at large as provided in this chapter.

SEC. 14-3. - DUTY TO KEEP ANIMAL UNDER RESTRAINT—WHILE ON PROPERTY.

- (a) It shall be the duty of every owner of any animal to ensure that it is confined to the property of its owner so that it cannot wander off the real property limits of the owner, it being the intent of this chapter that all animals be prevented from leaving, while unattended, the real property limits of their owners.
- (b) In addition, all male and female dogs and cats that have not been spayed or neutered must be securely confined in such a way that they not only cannot get out to run loose, but also cannot be reached by other dogs or cats.

SEC. 14-4. - SAME—WHILE OFF PROPERTY.

It shall be the duty of the owner of any animal to keep the animal under control at all times while the animal is off the real property limits of the owner. For the purposes of this section, an animal is deemed under control when it is confined within a vehicle, parked or in motion, is secured by a leash or other device held by a competent person, is under voice command of a competent person being present with the animal, or is properly confined within an enclosure with permission of the owner of the property where the enclosure is located.

SEC. 14-5. - ENFORCEMENT.

- (a) **Responsibility.** The primary responsibility for the enforcement of this chapter shall be vested in the Bainbridge-Decatur County Marshall's Office.
- (b) **Complaints.** If a violation of this chapter has not been personally witnessed by the Animal Control Officer or his authorized representative or other employee of the city or county, a subpoena shall be issued to the person making the complaint to be and appear on the day and time set for trial, then and there to testify on behalf of the city or county. The city/county may refuse to respond to anonymous complaints
- (c) **Impoundment of animal in certain cases;** disposal in a humane manner after certain period of time. If the owner of any dog or animal is unknown and the dog or animal is upon the public streets, alleys, sidewalks, school grounds, or other public places or premises or the property of another without the property owner's permission, as prohibited by this chapter, upon complaint made to or information made known to the Bainbridge-Decatur County Marshall's Office, the Animal Control Officer or his authorized representative is authorized to immediately take possession of such dog or animal and impound it in the animal shelter. Once impounded, an animal shall be kept for a period of time as defined in section 14-6 of this ordinance; thereafter, if the animal is not claimed by anyone after a reasonable effort has been made to locate the owner of the animal as hereinafter provided, the animal may be disposed of in a humane fashion or in accordance with O.C.G.A. § 4-3-9 et seq. Where the Animal Control Officer or his authorized representative is required in this section to take possession of any dog or animal and to impound it, he may use any and all means available.
- (d) Bainbridge-Decatur County Animal Control Officers may issue citation in lieu of impoundment. In all cases of violations of this ordinance, the Chief Marshal or his authorized representative shall have the authority to exercise his discretion and may in addition to or in lieu of impounding any animal, issue a citation to the owner of the animal. The citation shall state the violation, the name and address of the owner, and the name of the individual issuing the citation. All citations shall be transferred to the municipal court of the city for prosecution or the Decatur County Magistrate Court if the violation is outside the Bainbridge city limits.

SEC. 14-6. - IMPOUNDMENT OF ANIMALS.

- (a) Upon impounding any dog or other animal, the Chief Marshal or his authorized representative shall cause to be made a prompt and reasonable effort to locate the animal's owner. If the owner does not claim the animal within three days (seventy-two hours) of impoundment it shall be the duty of the Chief Marshal or his authorized representative to offer the dog or other animal to the public for adoption or to dispose of the dog or other animal in a humane fashion.
- (b) The city/county or other party with responsibility for the operation of the animal shelter is authorized to charge a daily boarding fee for all animals housed at the animal shelter. This fee shall not exceed \$20.00 per day without prior approval of the Mayor and City Council of the City of Bainbridge and the Decatur County Board of Commissioners. In no event shall its lawful possessor, owner or custodian redeem any animal unless this boarding fee is paid.
- (c) For the first time a dog, cat or other animal is found by animal control in violation of the leash law provisions, regardless of whether or not the animal is picked up and impounded by animal control, a fine of up to \$135.00 per animal in violation shall be imposed against the owner of such animal.
- (d) If a second offense occurs by the owner for the same animal within two years of a first offense, it is mandatory that the animal either be spayed or neutered within one week after the owner claims the animal, whether it is a purebred or mixed breed or permanently removed from the boundaries of Decatur County and the municipalities within. If the animal is spayed or neutered a sworn, notarized statement from a veterinarian, licensed to practice veterinary medicine in the state, must be received by animal control within ten working days following the animal's release from animal control. Such statement must state that the animal has been spayed, neutered or euthanized by the veterinarian, in compliance with this ordinance, or must explain in detail that for health reasons, the animal cannot be spayed or neutered. The owner of such animal will be considered in violation of this ordinance for failure to remove the animal from Decatur County and the municipalities within or to submit a veterinarian's statement, and shall be guilty of a misdemeanor and subject to a fine of up to \$500.00 and/or imprisonment and jail for a period not to exceed 60 days, or both. A \$250.00 fine will be imposed for the second offense, and is in addition to the cost of any spaying or neutering.
- (e) Should the animal be impounded or the owner be cited for a third offense within two years of a first offense, or for any subsequent offenses within two years of two previous offenses, a \$500.00 fine will be imposed against the owner.
- (f) If for any reason an animal is impounded and not claimed after proper notification imposed by this section, and if the owner is identified by a rabies or license tag on the animal or can be identified by witnesses, the owner will be considered in violation of this ordinance for the offense of abandoning the animal and shall be guilty of a misdemeanor and subject to a fine of up to \$500.00 and/or imprisonment and jail for a period not to exceed 60 days, or both.
- (g) If an animal is impounded and not claimed, the owner shall be conclusively presumed to have given his consent to the adoption of the impounded animal or to have given his consent to the disposal of the animal in a humane fashion in accordance with O.C.G.A. § 4-11-5.1.
- (h) If any animal is not claimed as provided within this chapter, the director of the animal shelter or his authorized representative, in his sole discretion, and after he has satisfied himself that such animal is in good health, may offer the animal for adoption. All animals offered for adoption must be spayed or neutered and must be given a rabies shot. A sworn, notarized statement from a veterinarian, licensed to practice veterinary medicine in the state of Georgia or Florida, must be received by animal control within ten working days following the adoption. Such statement must state that the animal has been spayed or neutered by the veterinarian or must explain in detail that, for health reasons, the animal cannot be spayed or neutered. The owner of such animal will be considered in violation of this ordinance for failure to submit a veterinarian's statement, and shall be guilty of a misdemeanor and subject to a fine of up to \$500.00 and/or imprisonment for a period not to exceed 60 days, or both.

SEC. 14-7. - PRECAUTIONS TO BE TAKEN BY OWNERS OF MALICIOUS ANIMALS OR FOWL
(EXCLUDING DOGS).

- (a) The term "malicious animal/fowl" means:
- (1) Any animal/fowl which attacks, bites or injures humans, other animals or fowl without provocation;
 - (2) Any animal/fowl which, because of temperament, conditioning or training, has a known propensity to attack, bite or injure other living creatures without provocation;
 - (3) Any animal/fowl which has on one or more occasions caused injury to other living creatures without provocation; or
 - (4) Any animal/fowl which constitutes a physical threat to human beings or domesticated animals by one or more attacks without provocation of severity to cause physical injury.
 - (5) Animals classified as malicious under this section must be registered in the Bainbridge- Decatur County Planning Department located in the City Hall of Bainbridge.
- (b) An animal/fowl is not considered malicious if it attacks, bites or menaces anyone attacking the owner, unlawful trespassers on the property of the owner, or any person or animal that has tormented or abused it, or if it is defending its young or another animal.
- (c) No person owning or having custody or control of any animal/fowl known to be malicious shall permit it to run at large, or permit it to run loose on or within the premises of such person in such a manner as to endanger the life or limb of any person lawfully entering such premises.
- (d) It shall be the duty of every owner of any malicious animal/fowl, or anyone having any animal in his possession or custody, to ensure that the malicious animal/fowl is kept under restraint and that reasonable care and precautions are taken to prevent malicious animal/fowl from leaving, while unattended, the real property limits of its owner, custodian or keeper, and it is securely and humanely enclosed within a house, building, fence, pen, or other enclosure out of which it cannot climb, dig, jump or otherwise escape on its own volition; and such enclosure must be securely locked at any time the animal is left unattended.
- (e) For owners of malicious animals/fowl who maintain their animal/fowl out-of-doors, a portion of their property shall be fenced with a perimeter or area fence. Within this perimeter fence the malicious animal/fowl must be humanely confined inside a pen or kennel of adequate size. The pen or kennel shall not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides, with a secure top attached to all sides, and the sides must be securely set into the ground or onto a concrete pad or securely attached to a wire bottom. The gate to the kennel must be locked.
- (f) A malicious animal shall not be upon any street or public place except when securely restrained by a leash not more than six feet in length and humanely muzzled and in the charge of a competent person.
- (g) Whenever outside of its enclosure as provided for in subsections (d) and (e) of this section, but on the owner's property, a malicious animal must be attended by the owner and restrained by a secure collar and leash of sufficient strength to prevent escape.
- (h) No malicious vicious animal/fowl shall be chained, tethered or otherwise tied to any inanimate object such as a tree, post or building, outside of its own enclosure.
- (i) A warning sign (e.g., DANGER MALICIOUS ANIMAL ON SITE) shall be conspicuously posted denoting a malicious animal/fowl is on the premises. Signs shall be provided by Animal Control, a fee will be charged for the sign when the animal is registered with the Marshals Office. Fee for said sign shall be on the list of fees kept in accordance with this Article.
- (j) Failure to keep any animal/fowl confined or under restraint as provided for in subsections (d) and (e) of this section, shall be unlawful and shall be punishable as provided in this ordinance.
- (k) Any malicious animal/fowl shall be deemed to be a nuisance and may be abated as a nuisance in accordance with the laws of the state.

SEC. 14-8. - ABANDONMENT OF ANIMALS.

It shall be unlawful for anyone to knowingly abandon any domesticated animal within Decatur County or the municipalities within on any property public or private. Each person who does abandon, knowingly or willingly permits such abandonment, or aids in the abandonment of any domesticated animal shall be in violation of the law and shall be punished as provided in this ordinance.

SEC. 14-9. - CRUELTY TO ANIMALS.

No person shall, by act, omission or neglect, cause unjustifiable physical pain, suffering or death to any animal, nor shall any person harm, maim, or kill any dog or attempt to do so, except that a person may:

- a) Defend his or her person or property, or the person or property of another, from injury or damage being caused by a dog; or
- b) Kill any dog causing injury or damage to any livestock, poultry, or pet animal.

This section shall not apply to the killing of animals raised for the purpose of providing food, nor does it apply to any person who shall hunt wild animals in compliance with the game and fish laws of the state. Furthermore, this section shall not apply to the killing or injuring of animals for humane purposes or in the furtherance of medical or scientific research.

SEC. 14-10. - DEAD ANIMALS.

It shall be the duty of every person having an animal of any description which dies anywhere within Decatur County or the municipalities within to promptly bury the animal or remove the same beyond such limits upon notice from the Bainbridge-Decatur County Marshall's Office or animal control officer.

No person shall abandon a dead dog on any public property or public right of way unless the place in which the dog is being left is a public dump or other facility designed for receiving such and has been designated by the local governmental authorities as a public facility for receiving trash or refuse and the provisions of O.C.G.A. Code Section 4-5-3 are complied with in full.

SEC. 14-11. - BURNING DEAD ANIMALS PROHIBITED.

It shall be unlawful for any person to burn any dead animal within Decatur County or the municipalities within. Commercial poultry operations are exempt from the requirements of this section.

SEC. 14-12. - BIRD SANCTUARY DESIGNATED.

The area embraced within the corporate limits of the City of Bainbridge developed for industrial, business or residential use is hereby designated as a bird sanctuary.

SEC. 14-13. - TRAPPING, HUNTING, MOLESTING BIRDS AND NESTS PROHIBITED; EXCEPTION.

It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wildfowl or to rob bird nests or wildfowl nests; however, if starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property in the opinion of the proper health authorities, the health authorities shall meet with representatives of the Audubon Society and Federated Garden Clubs of Bainbridge, after having given at least three days' notice of the time and place of such meeting to the representatives of such clubs. If as a result of the meeting no satisfactory alternative is found to abate the nuisance, the birds and nests may be destroyed in such numbers and in such a manner as is deemed advisable by the health authorities under the supervision of the city manager or county administrator as appropriate. Nothing in this ordinance shall infringe upon the rights of those permitted under Georgia Law to legally harvest birds and wildfowl as provided for by the Georgia Department of Natural Resources.

SEC. 14-14. - RESERVED

SEC. 14-15. - SWINE; MINIMUM SIZE OF ENCLOSURE.

It shall be unlawful for any person to keep any hog or pig in any pen or enclosure of less than three acres within the city limits of Bainbridge. The restrictions of this section are not applicable to areas in unincorporated Decatur County or the incorporated areas of Attapulgus, Brinson or Climax.

SEC. 14-16. - FEES.

A schedule of fees to be collected pursuant to this chapter shall be adopted by the council and Board of Commissioners and kept on file by both governments' clerks and with the Bainbridge-Decatur County Planning Director.

SEC. 14-17. - PENALTIES FOR VIOLATION.

Any person who violates the terms of this chapter shall be punished as provided in section 1-19 of the Code of Ordinances of Decatur County except for penalties for violations specified in section 14-6 of this chapter.

SEC. 14-18. - RESERVED

SEC. 14-19. - CONTROL AND VACCINATION.

THIS SECTION IS APPLICABLE TO UNINCORPORATED DECATUR COUNTY AND ALL OF THE MUNICIPALITIES WITHIN:

- a) Rabies control and vaccination of dogs, cats, and ferrets shall be enforced under the provisions of Georgia State Law and Decatur County Board of Health. Rules for Rabies Control, adopted in its entirety, as attached to this ordinance can be found in Section 14-56.
- b) It shall be unlawful for any domesticated animal over three months of age to be kept within Decatur County unless a veterinarian, licensed to practice veterinary medicine in the state, has vaccinated the animal for rabies. Such animal shall wear, displayed upon a collar worn around its neck, a tag furnished by the veterinarian, which shall show the date of vaccination. All animals must be vaccinated within thirty (30) days of being brought into the city/county.
- c) Should any domesticated animal be found running at large within Decatur County without the aforementioned tag the Bainbridge-Decatur County Marshall's Office, the animal control officer or his authorized representative is authorized to immediately take possession of such animal and impound it in the animal shelter as provided for in section 14-5(c) of this chapter.

SEC. 14-20. - ANIMAL CARE.

It shall be the responsibility of the owner of any dog, cat or other domesticated animal to insure that the dog, cat or other domesticated animal has access to adequate care, adequate exercise, adequate feed, adequate shelter, adequate space and adequate water.

SEC. 14-21. - KEEPING OF SICK OR DISEASED ANIMALS.

It is unlawful for any person to own any animal which is seriously sick or injured without providing proper veterinary care for such animal. This section shall not be construed to include animals under active veterinary care or veterinary hospitals.

SECS. 14-22—14-34. - RESERVED.

ARTICLE II. – DOGS

SEC. 14-35. - COMMERCIAL GUARD/SECURITY DOGS.

- a) It shall be the duty of all persons who keep, use or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign (eye level). If the premises are not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "Warning, Guard Dog on Duty." In addition, for dogs rented or leased, the sign shall set forth the name, address and phone number of the responsible person to be notified during any hour of the day or night.
- b) It shall be the duty of all persons who keep, use or maintain a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by the laws and ordinances of the city/county and the state. The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by the laws and ordinances of the city/county and the state.
- c) It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner.

SEC. 14-36. - DOG TETHERING.

- a) No person shall tether, fasten, chain, tie, or restrain a dog, or cause a dog to be tethered, fastened, chained, tied, or restrained, to a dog house, tree, fence, or any other stationary object.
- b) Notwithstanding subsection (a), a person may do any of the following:
 - 1) Attach a dog to a running line, pulley, or trolley system. A dog shall not be tethered to the running line, pulley, or trolley system by means of a choke collar or pinch collar.
 - 2) Tether, fasten, chain, or tie a dog no longer than is necessary for the person to complete a temporary task that requires the dog to be restrained for a period not to exceed one hour.

SECS. 14-37—14-44. - RESERVED.

ARTICLE III. – RESPONSIBLE DOG OWNERSHIP

SEC. 14-44. - INTENT

It is the intent of this ordinance to be in compliance with Responsible Dog Ownership Law of the State of Georgia (O.C.G.A. 4-8-21 to 4-8-33). If any portion of the following section, or any portion of the Bainbridge-Decatur County Animal Control Ordinance is in conflict with the Official Code of Georgia Annotated, the state law shall prevail.

SEC. 14-45. – DEFINITIONS

Classified dog: means any dog that has been classified as either a dangerous dog or vicious dog pursuant to this article.

Dangerous dog: means any dog that:

- Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;
- Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Local government: means Decatur County or any municipality within.

Owner: means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.

Serious injury: means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Vicious dog: means a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

- No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16 of the O.C.G.A.

SEC. 14-46. – VICIOUS/DANGEROUS DOG PROCEDURE FOR INVESTIGATION

a) For purposes of this Code section, the term:

- (1) "Animal shelter" shall have the same meaning as set forth in Code Section 14-1.
- (2) "Authority" means an animal control board or local board of health, as determined by the governing authority of a local government.
- (3) "Mail" means to send by certified mail or statutory overnight delivery to the recipient's last known address.

- b) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within Decatur County or any of the municipalities within, the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.
- c) When an animal control officer determines that a dog is subject to classification as a dangerous dog or vicious dog, the animal control officer shall mail a dated notice to the dog's owner within 72 hours. Such notice shall include a summary of the animal control officer's determination and shall state that the owner has the right to request a hearing from the magistrate court for such jurisdiction where the dog was found or confiscated within seven days after the date shown on the notice. The notice shall provide a form for requesting the hearing and shall state that if a hearing is not requested within the allotted time, the animal control officer's determination shall become effective for all purposes under this article. If an owner cannot be located within ten days of an animal control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the animal control officer.
- d) When a hearing is requested by a dog owner in accordance with subsection (c) of this ordinance section, such hearing shall be scheduled within 30 days after the request is received; provided, however, that such hearing may be continued by the probate court for good cause shown. At least ten days prior to the hearing, the probate court conducting the hearing shall mail to the dog owner written notice of the date, time, and place of the hearing. At the hearing, the dog owner shall be given the opportunity to testify and present evidence and the magistrate court conducting the hearing shall receive other evidence and testimony as may be reasonably necessary to sustain, modify, or overrule the animal control officer's determination.
- e) Within ten days after the hearing, the magistrate court which conducted the hearing shall mail written notice to the dog owner of its determination on the matter. If such determination is that the dog is a dangerous dog or a vicious dog, the notice of classification shall specify the date upon which that determination shall be effective. If the determination is that the dog is to be euthanized pursuant to O.C.G.A. 4-8-26, the notice shall specify the date by which the euthanasia shall occur.
- f) Judicial review of a magistrate court's final decision shall be in accordance with O.C.G.A. 5-3-2 and costs shall be paid as provided in O.C.G.A. 5-3-22.

SEC. 14-47. - IMPOUNDMENT

An animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

SEC. 14-48. - COURT ORDERED EUTHANASIA

The superior court judge of Decatur County may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided by Section 14-46, that the dog has seriously injured a human or presents a danger to humans not suitable for control under this article and:

- a) The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog; or
- b) Any local governmental authority has filed with the court a civil action requesting the euthanasia of the dog.

SEC. 14-49. – EUTHANASIA FOR REPEAT OFFENDERS

A dog that is found, after notice and opportunity for hearing as provided by Section 14-46, to have caused a serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this section.

SEC. 14-50. – CERTIFICATES OF REGISTRATION

- a) It shall be unlawful for an owner to have or possess within Decatur County or the municipalities within a classified dog without a certificate of registration issued in accordance with the provisions of this ordinance. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.
- b) Unless otherwise specified by this Code section, a certificate of registration for a dangerous dog shall be issued if the animal control officer determines that the following requirements have been met:
 - (1) The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and
 - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.
- c) Except as provided in subsections (e) and (f) of this Code section, a certificate of registration for a vicious dog shall be issued if the dog control officer determines that the following requirements have been met:
 - (1) The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;
 - (2) Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
 - (3) A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and
 - (4) The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
- d) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- e) No person shall be the owner of more than one vicious dog.
- f) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of:
 - (1) A serious violent felony as defined in O.C.G.A. 17-10-6.1;

- (2) The felony of dogfighting as provided for in O.C.G.A. 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. 16-12-4; or
 - (3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. 16-13-31 and 16-13-31.1 from the time of conviction until two years after completion of his or her sentence, nor to any person residing with such person.
- g) Certificates of registration shall be renewed on an annual basis. At the time of renewal of a certificate of registration for a vicious dog, an animal control officer shall verify that the owner is continuing to comply with provisions of this article. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.

SEC. 14-51. – NOTIFICATIONS BY OWNER

- a) The owner of a classified dog shall notify the animal control officer within 24 hours if the dog is on the loose or has attacked a human and shall notify the dog control officer within 24 hours if the dog has died or has been euthanized.
- b) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.
- c) The owner of a classified dog who moves from one jurisdiction to another within the State of Georgia shall register the classified dog in the new jurisdiction within ten days of becoming a resident and notify the animal control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into Decatur County or any of the municipalities within shall register the dog as required in Section 14-50 within 30 days of becoming a resident.

SEC. 14-52. – LIMITATIONS ON DOG'S PRESENCE OFF OF OWNER'S PREMISES

- a) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:
 - 1) The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary;
 - 2) The dog is contained in a closed and locked cage or crate; or
 - 3) The dog is working or training as a hunting dog, herding dog, or predator control dog.
- b) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
 - 1) Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
 - The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
 - The dog is contained in a closed and locked cage or crate; or

2) Unattended with minors.

- c) A person who violates subsection (b) of this Code section shall be guilty of a misdemeanor of high and aggravated nature.
- d) An owner with a previous conviction for a violation of this article whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one nor more than ten years, a fine of not less than \$5,000.00 nor more than \$10,000.00, or both. In addition, the classified dog shall be euthanized at the cost of the owner.
- e) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

SEC. 14-53. – CONFISCATION BY AN ANIMAL CONTROL OFFICER

- a) A dangerous dog or vicious dog shall be immediately confiscated by any animal control officer or by a law enforcement officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.
- b) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of all reasonable confiscation and housing costs and proof of compliance with the provisions of this article, unless such confiscation is deemed to be in error by an animal control officer, an authority, as defined in Section 14-46, or a probate court. All fines and all charges for services performed by a law enforcement or animal control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.
- c) In the event the owner has not complied with the provisions of this article within 14 days of the date the dog was confiscated, such dog shall be released to an animal shelter, as such term is defined in Section 14-1, or euthanized in an expeditious and humane manner. The owner may be required to pay the costs of housing and euthanasia.

SEC. 14-54. – LIABILITY FOR ENFORCEMENT

Under no circumstances shall a local government or any employee or official of a local government be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this article.

SEC. 14-55. - PENALTY FOR VIOLATION

Except as otherwise specified in this article, any person who violates any provision of this article shall be guilty of a misdemeanor.

SEC. 14-56. – RULES FOR RABIES CONTROL (PER Decatur County Health Department)

Dangerous dog: means any dog that:

- Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

- Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

Vaccine: The word "vaccine" shall mean an injectable material containing killed or attenuated rabies virus, licensed by the United States Department of Agriculture, Veterinary Biologics Section, and approved by the Georgia Department of Human Resources. Vaccine used for the purposes of this Rule shall be stored at the temperature prescribed on the package label. Out-dated vaccine shall not be used.

Vaccinate or "Inoculate": The words "vaccinate" and "inoculate" shall mean the injection of a specified dose of antirabic vaccine by a veterinarian into the proper site of an animal, such vaccine having the U.S. Department of Agriculture Veterinary Biologics Control Section license number approval stamped on the label of the container and having been approved by the Georgia Department of Human Resources.

Veterinarian: The word "veterinarian" shall mean any person who holds a license to practice the profession of veterinary medicine in the State of Georgia, or has a degree of Doctor of Veterinarian Medicine.

Rabies Vaccination Tag: The term "rabies vaccination tag" shall mean a tag furnished or approved by the Georgia Department of Human Resources and which tag shall be worn by the vaccinated dog, cat, or ferret.

Certificate: The word "certificate" shall mean a certificate of vaccination on a form furnished or approved by the Georgia Department of Human Resources.

Rabies Control Fee: The term "rabies control fee" shall mean that surcharge (fee) authorized by the State Health code and levied by the county of residence at the time of rabies immunization of a pet animal in a private or public clinic. This fee is to be collected by the veterinarian and forwarded to the County Clerk of the county of the animal owner's residence. The "rabies control fee" is not to be confused with any fees associated with licensing or registering pet animals, or the fee that shall be charged by the veterinarian for performing the vaccination.

Person: The word "person" shall mean any individual, firm, corporation, partnership, municipality, county, society, or association.

Owner: The term "owner" shall mean any person having a right of property in a dog, cat or ferret, or any person who permits a dog, cat or ferret to remain on his premises.

Health Department: means the Decatur County Health Department or in the absence of a functioning health department, the Decatur County Board of Health.

(1) Provisions

(A) Vaccination of Dogs, Cats or Ferrets.

Within 30 days following the passage of this Rule every owner of a dog, cat or ferret three months of age or older shall cause such animal to be vaccinated against rabies as defined by this Rule. Dogs, cats or ferrets will be re-vaccinated one year later. When dogs, cats or ferrets one (1) year of age or older are vaccinated with vaccines accepted by the Department for providing a three (3) year duration of immunity, boosters will be required every three years.

(B) Certificate of Vaccination

- 1) Evidence of vaccination shall consist of a certificate of vaccination. The certificate with each item answered shall be prepared in triplicate and signed by the veterinarian administering the vaccine. One copy of the certificate shall be given to the owner, one filed with the Decatur County Health Department, and one copy retained by the veterinarian.
- 2) Any veterinarian is authorized and required in connection with his practice to issue certificates of vaccination and vaccination tags provided he furnished one copy to the animal's owner, one copy to the Decatur County Health Department, and retains one copy for his files.
- 3) The certificates of vaccination furnished to the Decatur County Health Department shall be maintained in an orderly indexed file for a period of not less than three (3) years.
- 4) In the event a tag is lost, a duplicate may be obtained from the veterinarian who treated the animal, bearing the same expiration date as the original.

(B) Vaccination Tags

Coincident with the issuance of the certificate of vaccination, the person authorized to furnish the certificate also furnish to the owner of the vaccinated dog, cat or ferret a serially numbered tag bearing the same number and year thereon attached to the collar or harness worn by the dog, cat or ferret for which the certificate and tag have been issued.

(C) Rabies Control Fee

Veterinarians are required to collect a rabies control fee of 50¢ per animal vaccinated for rabies. This fee is in addition to, and not to be confused with, the professional veterinary fee for rabies immunizations. This fee must accompany the Health Department's file copy of the certificate of vaccination when it is submitted to the county clerk or other competent fiscal authority of the county. Both fee and file copy of the certificate should be delivered to the Health Department not later than the 15th of the month following the month of immunization.

(D) Clinics

- 1) In accordance with the direction of the Board of Commissioners and City Council as appearing on it's minutes the Director shall operate or cause to be operated county-sponsored clinics for the vaccination of dogs, cat and ferrets against

rabies.

- 2) Vaccination will be performed by a veterinarian or under his direct supervision. Payment of services shall be derived from vaccination fees.
- 3) The vaccination fee for such clinics, including the administering and cost of the vaccine, the issuance of certificates and tags, and other necessary expense shall be predetermined by the County Board of Health at least 15 days in advance of a scheduled clinic. Public notice of the schedule of the clinics shall be made by the Director also at least 15 days in advance of the first clinic appearing on the schedule. Such notice shall include the schedule of each clinic including the day, the hour, the place and the vaccination fee.
- 4) In emergencies or during quarantine, the 15 days notice prior to the operation of a clinic shall not apply.

(E) Rabies Control Officer

- 1) A rabies control officer who is knowledgeable of animals shall be appointed by the Board. This official will be an employee of the county health department. Funds for his salary will be derived in part from the special rabies control fee levied at the time of the rabies vaccination of dogs, cats, ferrets and other pet animals.
- 2) Duties of the rabies control officer will include:
 - i. Investigate and maintain a record of animal bites in the county.
 - ii. Provide for proper confinement of an animal involved in a bite; or if the animal is dead or killed, preparation and submission of the head for laboratory examination.
 - iii. Enforce proper disposition of animals exposed to known rabid animals.
 - iv. Provide stray animal pickup service in relation to Rabies Control.
 - v. Assist in rabies immunization clinic
 - vi. Other duties as stated in the rabies control regulations or as ordered by the Director.

(F) Confinement of Dogs, Cats, Ferrets or Other Animals

- 1) The rabies control officer will maintain enforcement of all regulations pertaining to confinement of dogs, cats, ferrets or other animals.
- 2) The owner of any dog, cat, ferret or other animal as defined in this section shall confine or cause to be confined such dog, cat, ferret or other animal as herein prescribed:
 - i. A dog, cat, ferret or other animal, whether vaccinated or not, which has bitten a person (or other animal) shall be confined for a period of ten (10) days following the date of the bite. Before being released, the animal must be vaccinated.
 - ii. A dog, cat, ferret or other animal whether vaccinated or not, having signs suggestive of rabies shall be confined and in isolation until its

death or until its freedom from suspicion of having rabies is established and its release is authorized by the Director or his designee.

- iii. A dog, cat, ferret or other animal not vaccinated and bitten by a known or suspected rabid animal shall be immediately destroyed or if the owner is unwilling to destroy the exposed animal, strict isolation of the animal in an approved pen for 6 months shall be enforced. One month prior to release, the dog shall be vaccinated according to prescribed methods.
- iv. Any dog, cat, ferret or other animal, the rabies vaccination of which is current as evidenced by the certificate of vaccination and which is bitten by a known or suspected rabid animal, may be revaccinated, confined in an approved manner for forty-five (45) days, and then released if no signs of rabies are evident.
- v. Every dog, cat and ferret whether vaccinated or not in a quarantined area shall be kept confined to the owner's or custodian's premises during the entire quarantine period.
- vi. Any dog, cat or ferret less than three (3) months old shall be confined to the owner's premises or kept on leash.
- vii. Any dog, cat or ferret brought into Decatur County for a permanent stay from outside the county shall be confined or on leash until vaccinated as provided for by this rule except, however, that when the owner of such dog, cat or ferret produces evidence satisfactory to the Director that such animal has been vaccinated in a manner and by procedures comparable to the requirements of this Rule, then a certificate of vaccination and a vaccination tag may be issued for the current vaccination year.
- viii. Any dog, cat or ferret brought into Decatur County on temporary stay not exceeding fourteen (14) days shall be confined or on a leash at all times; except, however, that if the owner or custodian of such dog, cat or ferret submits evidence to the Director that such dog, cat or ferret has been vaccinated in a manner and by procedures comparable to the requirements of this Rule, the Director may waive the requirement that said dog, cat or ferret be confined or on a leash.
- ix. Any dog, cat, ferret or other animal running at large shall be impounded for a minimum of three (3) days unless reclaimed earlier by the owner. If the animal bears vaccination and /or license tags, a reasonable effort to locate the owner shall be made. Any unvaccinated (and/or unlicensed) dog, cat or ferret may be reclaimed by its owners during the period of impoundment by payment of prescribed pound fees and by the giving of satisfactory assurances of compliance with the rabies vaccination requirements of this ordinance within 72 hours of release. Any vaccinated dog, cat or ferret impounded because of lack of a rabies vaccination tag may be reclaimed by its owner by furnishing proof of rabies vaccination and payment of all impoundment fees prior to release.

The area or facility to which any dog, cat, ferret or animal is confined in compliance with the provisions of this Rule shall be subject to the approval of the Director. The confinement area or facility may include either a pound, a kennel, an animal hospital, or other place which provides:

- 1) Construction and management which will keep the animal dry and clean and prevent its escape.
- 2) A method and procedure for the identification of the animal and the recording of the date of its admission to the area or facility.
- 3) Assurance that the animal will have safe and adequate water and food.
- 4) Adequate space for the animal's exercise.
- 5) Protection against excessive heat and cold.
- 6) Space, cages, pens, and other necessary equipment to isolate the animal for its protection against injury and infectious disease.

(H) Reporting

The owner or custodian of any animal having signs suggestive of rabies shall confine the animal and immediately notify the Director, reporting any information regarding any persons bitten or attacked by said animals.

(2) ADMINISTRATION AND ENFORCEMENT

(A) Enforcement

- 1) The Board of Health hereby instructs the rabies control officer to enforce the above rules and regulations. The rabies control officer is authorized and instructed to make cases against anyone who violates one or more provisions of these regulations.
- 2) The rabies control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of these rules and regulations. Law enforcement agencies of local governments and the sheriff of the county shall cooperate with the rabies control officer in enforcing the provisions of these rules and regulations.
- 3) Enforcement of this rule will be in accordance with O.C.G.A. 31-5-1 et.seq. and Rule I adopted and promulgated by the County Board of Health.

(B) Penalty

Any person who violates any provision of these rules and regulations shall be guilty of a misdemeanor as stated under O.C.G.A., § 31-19-10.

(3) REPEAL.

All Rules and Regulations or any part thereof in conflict with the above and foregoing Rules and Regulations are hereby repealed.

(4) SEVERANCE CLAUSE:

If any action, subsection, clause, provision or portion of this regulation shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision, or portion of this regulation which is not in and of itself invalid or unconstitutional.

(5) POWER TO ENTER

It shall be the duty of the representative of the Board of Health to enforce these rules and the Health Officer, Public Health Engineer or Sanitarian, County Environmental Health Specialist or District Environmentalist for the County, or authorized person accompanying a Board of Health representative is hereby authorized to enter at any reasonable time, any premises as may be necessary for its enforcement.

(6) EFFECTIVE DATE.

These Rules and Regulations shall become effective

the 17th day of March, 2005
Date Adopted February 15, 2005

Signed Paula P. Davis
Chairman, Decatur County Board of Health
Signed Shaundra Jenkins
Secretary, Decatur County Board of Health
Signed J. Paul Newell, MD
J. Paul Newell, MD, District Health Director, 8-2

LEGAL AUTHORITY:

The Georgia Health Code - O.C.G.A. 31-19-1 et.seq. and O.C.G.A, 31-5-1 et. seq. as amended.

SEC. 14-57. – OPERATIONAL PROCEDURES FOR DOG BITE CASES

Once a call is received from 911, Law Enforcement, Rabies Officer or any other County Official dealing with a dog bite case against a human being or other animals from an aggressive, potential dangerous, dangerous or vicious dog, the following procedures will take place. OCGA 4-8-41.

1. The Law Enforcement Officer will do a Bite Report and the Animal Control Officer/Dog Control Office will investigate case, i.e. interview and take statements from victim, witnesses, and owner of animal.
2. Animal Control Officer/Dog Control Officer may quarantine the dog at the owner's property or impound dog for a time period consistent with Animal Control Ordinance. (The dog will be located at the Humane Society Shelter/ Animal Shelter). In the absence of the Animal Control Officer, a Law Enforcement Officer will have the authority to impound the dog. (Note: Alternate quarantine location can be decided by the Animal Control Officer after investigation of the bite case.)
3. The dog will be observed for rabies by the Decatur County Environmental Health Office, consistent with O.C.G.A. § 31-19-4, and by the Animal Control Officer/Dog Control Officer for aggressive behavior for a time period consistent with Animal Control Ordinance.
4. After the time limit wait period is over and the animal is free of signs of rabies and dog is not labeled as a potential dangerous, dangerous, vicious dog the owner will pay fees to the shelter, and the Animal Control Officer/Dog Control Officer will release the animal after the Rabies Officer signs the release.
5. If the dog is labeled as a potential dangerous, dangerous or vicious dog the Animal Control Officer/Dog Control Officer will notify in writing and deliver by certified mail the classification of the dog to the owner. The owner will have to comply with the following rules within 20 days of the ruling. If he wishes to appeal it must be done at the local governing body at a scheduled meeting within 15 days of notification:
 - a. House the dog in a properly fenced area big enough for the dog to have room to move around, a top and a bottom to prevent escape, provide proper shelter food and water.
 - b. Signs posted notifying of the dangerous dog
 - c. Surety Bond of at least \$75,000
 - d. Pay all fees associated with the impoundment and registration requirements set by Animal Control Ordinance.
 - e. Must be vaccinated and registered with the Planning Department.
 - f. Must meet all other requirements of the Decatur County Animal Control Ordinance.
6. If the dog is not vaccinated the owner will do so within twenty-four hours of release and give the Animal Control Officer/Dog Control Officer a copy of the certificate of vaccination. If the owner does not comply he shall be cited for not complying with the State Rabies Control Law, Rule II and the Decatur County Animal Control Ordinance.

ARTICLE IV. – BAINBRIDGE-DECATUR COUNTY ANIMAL CONTROL FINES/FEEES

SEC. 14-58. – ANIMAL CONTROL FINES/FEEES

Offense/Violation	Fine/Fee
Animal Running At Large (Sec. 14-2)	\$135
Public Nuisance of Animal (Sec. 14-1)	\$130
Dog Tethering (Sec. 14-36)	\$500 Minimum
Vicious Animal (Sec. 14-7)	\$130
Impounded Animal (Sec. 14-6)	\$130
Leash Law Violation (Bainbridge) (Sec. 14-4)	\$135
Rabies Vaccination (Sec. 14-19)	\$130
Animal Care (Sec. 14-20)	\$500 Minimum
Cruelty to Animals (Sec. 14-9)	\$655 Minimum
Improper Disposal of Animal (Sec. 14-10 & 14-11)	\$275

**Decatur County Board of Commissioners
Bainbridge, GA**



Engineering Construction Phase Services

Rehabilitate Terminal Apron Pavement

for **Decatur County Industrial Air Park (BGE)**

by **Passero Associates, LLC**

(Passero Project No. 20213184.001R)

Work Order 22-01

Work Order 22-01

Engineering Construction Phase Services for
Rehabilitate Terminal Apron Pavement

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Decatur County Board of Commissioners (Client or Authority), dated June 22, 2021, all of which terms and conditions are incorporated herein by reference:

Project Location: Decatur County Industrial Air Park, Bainbridge, Georgia.

Project Description: Provide engineering construction phase services for the rehabilitation of the terminal apron pavement.

Scope of Basic Services: Project Formulation; Construction Administration. See Exhibit A Scope of Work.

Scope of Special Services: Construction Observation; Construction Materials Testing. See Exhibit A Scope of Work.

Client Manager: Alan Thomas, County Administrator

Airport Manager: Tommy Johnson

PA Program Manager: Michael R. Joseph, P.E.

PA Project Manager: Michael R. Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee: \$36,150.00. See Exhibit B Cost Summary.

Special Services Compensation and Method of Payment: Lump Sum Fee: \$95,550.00. See Exhibit B Cost Summary.

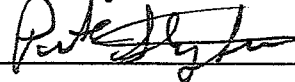
Schedule: Services to begin upon receipt of fully executed Work Order, or when Notice-to-Proceed is issued by GDOT.

Meetings: Scoping conference call, pre-construction meeting, final inspection.

Deliverables: Please refer to the deliverables listed near the end of the attached Exhibit A Scope of Work.

"Client"

Decatur County Board of Commissioners

BY: 

Pete Stephens, Chairman
Typed Name & Title

Date: 4/12/2022

ATTEST:

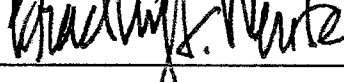
BY: 

Michelle West, County Clerk
Typed Name & Title

Date: 4/12/2022

"Consultant"

Passero Associates, LLC

BY: 

Bradley J. Wentz, P.E., Vice President/SE Services Director
Typed Name & Title

Date: 3/22/22

ATTEST:

BY: 

Angela Witt, Grants and Contracts Administrator
Typed Name & Title

Date: 3/22/22

**Decatur County Industrial Air Park (BGE)
Bainbridge, GA**

EXHIBIT A – SCOPE OF WORK

**REHABILITATE TERMINAL APRON PAVEMENT
(CONSTRUCTION)**

**GDOT Project Number APXXX-XXXX-XX(XXX) Decatur County
PID-TXXXXXX**

The Airport Sponsor, Decatur County, will provide engineering construction phase services for the *Rehabilitate Terminal Apron Pavement* project, which consists of the partial rehabilitation of the existing terminal apron concrete pavement. The condition of the nearly 40-acre pavement has degraded to a point where significant rehabilitative measures are required. The most recent Pavement Management Plan, issued by the Georgia Department of Transportation (GDOT) in 2018, assigned a Pavement Condition Index (PCI) of 29 to the majority of the apron, with a 0.55-acre section in front of the terminal building being assigned a PCI of 74 and a 3.5-acre section on the far west end of the apron receiving a PCI of 64. Pavement with a PCI of less than 70 is considered in need of major rehabilitation efforts. Joint reflection cracking, L&T cracking, swelling, blow-up, corner breaks, corner spalling, faulting, joint seal damage, joint spalling, large/small/utility patches, LTD cracking, scaling, shrinkage cracking, and weathering were indicated in the report.

A single bid was received for the project on December 16, 2021. Based on the likely reasons for the lack of additional bids and feedback received from contractors after the bid opening, the Sponsor decided to re-advertise the project for competitive bids.

The Engineering Construction Phase Services assume that only Phase III of the project will be completed under the forthcoming grant (see attached **Exhibit C**). As such, a contract time of 90 days is accounted for in the Construction Administration, Construction Observation, and Construction Materials Testing elements. More specifically, the design and bid services will include the following elements of work:

- **Element 1 – Project Formulation** will consist of the following:
 1. Prepare work scope and fees.
 2. Prepare for and conduct scoping conference calls with GDOT, Sponsor, and Consultant.

- **Element 2 – Construction Administration** will consist of the following:
 1. Prepare a “released for construction” set of plans.
 2. Prepare a conformed set of contract documents.
 3. Coordinate securing of all required bonds by the Contractor.
 4. Coordinate execution of the contract documents with the Sponsor and Contractor.
 5. Prepare for and conduct a pre-construction meeting to include representatives of the Sponsor, Contractor, Consultant, GDOT Aviation, Subconsultants, and GDOT Area Office. Prepare meeting minutes/notes.
 6. Review shop drawings and/or material submittals for conformance with the construction set of plans and technical specifications.
 7. Provide responses to Contractor requests for information (RFIs).
 8. Review and monitor Contractor-provided schedule for conformance with the stated contract performance time.
 9. Coordinate construction materials testing efforts with subconsultant.

10. Review and certify Contractor pay applications. Coordinate certification of pay applications with the Sponsor; and provide a certified copy to GDOT Aviation for inclusion in the next grant disbursement. This includes review of the Contractor pay applications with construction observation personnel and the Contractor's on-site representative prior to the Contractor submitting the pay application for review and certification by the Engineer.
 11. Review draft grant disbursement request documents prior to Sponsor execution and submittal to GDOT Aviation.
 12. Review Contractor requests for change orders; and coordinate review and approval process with the Sponsor and GDOT Aviation.
 13. Prepare for and conduct two (2) mid-project site visits (by the Program Manager).
 14. Prepare for and conduct a final inspection to include representatives of the Sponsor, Contractor, Consultant, GDOT Aviation, Subconsultants (if applicable), and GDOT Area Office. Prepare a final inspection report and punch list (if necessary) based on the inspection.
 15. Prepare record drawings depicting the completed project. No topographic survey shall be performed by the Consultant as a part of this task. The record drawings shall be based on the construction set of plans and any field notes provided by the Contractor.
 16. Coordinate project closeout efforts with the Contractor, Consultant, and GDOT Aviation. This includes compilation of all GDOT-required closeout documents (e.g. Contractor payroll records, Sponsor's project acceptance, materials certification letter, final Contractor pay application, final Consultant invoice) and submittal of said documents to GDOT Aviation.
- **Element 3 – Construction Observation** will consist of the following:
 1. Prepare for and attend the pre-construction meeting.
 2. Part-time observation of the construction operations as follows:
 - a. 15 days during joint sealing and pavement marking operations.
 - b. 1 day per week for 10 weeks for all other construction operations.
 - c. 25 total days (please note that the pre-construction meeting, "pre-final" inspection, and final inspection are not included in the 25 day total).
 3. Document construction activities and progress with photos.
 4. Prepare daily inspection reports detailing the job site conditions and work accomplished during the time which construction observation personnel were on-site.
 5. Perform a "pre-final" inspection and prepare a punch list based on conditions observed during the inspection.
 6. Prepare for and attend a final inspection. Assist with the preparation of the inspection report and punch list (if necessary).
 - **Element 4 – Construction Materials Testing** will consist of required materials testing and inspection services, including subgrade observation/sampling/testing, reinforcing steel observation, and asphalt/concrete pavement observation/testing. Please refer to **Exhibit D** for more detail.

Clarification of Consultant's Responsibility

In accordance with the Contract Documents, the Contractor is solely responsible for the completion of the project in a quality and timely manner. The Consultant's construction phase work tasks for the project are limited to those specified in this Scope of Work. The Sponsor further clarifies that:

- At no time will the Consultant's or Subconsultant's responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors, or suppliers.
- The Contractor is aware that neither the approval of shop drawings and/or material submittals, nor the presence of the Consultant's project manager or construction observation personnel, nor the observation of the work by the Consultant's representatives shall excuse the Contractor in any way from defects discovered in the work.
- The Contractor is responsible for project site safety. The Consultant's staff will not control, direct,

or otherwise be responsible for construction means, methods, techniques, sequencing, or procedures in connection with the Contractor's work (other than as specified in the Construction Safety and Phasing Plan).

Deliverables will consist of the following:

1. One (1) PDF copy of the "ready for bid" Construction Plans and Contract Documents.
2. One (1) PDF copy of any addenda issued during the bid advertisement period.
3. One (1) PDF copy of certified bid tabulation.
4. One (1) PDF copy of recommendation of award letter.
5. One (1) PDF copy of Notice of Award letter.
6. One (1) PDF copy of the "released for construction" set of plans.
7. One (1) PDF copy of the fully executed contract documents.
8. One (1) PDF copy of the pre-construction meeting notes and sign-in sheet.
9. One (1) PDF copy of all shop drawing and/or material submittal reviews.
10. One (1) PDF copy of all responses to Contractor RFIs.
11. One (1) PDF copy of all certified Contractor pay applications.
12. One (1) PDF copy of all executed change orders.
13. One (1) PDF copy of the final inspection report and punch list.
14. One (1) PDF copy and one (1) DWG copy of the record drawings.
15. One (1) PDF copy of the applicable project closeout documents.
16. One (1) PDF copy of daily construction observation reports.
17. One (1) zip file containing site photos taken by construction observation personnel.
18. One (1) PDF copy of test results/reports generated from construction materials testing services.

The following additional services may be added to the Scope of Work detailed above if requested in writing by the Sponsor:

1. Additional mid-project site visits.
2. Additional days of part-time or full-time construction observation.
3. Additional sampling and testing not specifically included in the Exhibit D scope of work.
4. Re-testing or re-inspecting work that failed to comply with the contract documents.
5. Additional inspections after the final inspection.
6. Field-run as-built topographic survey.
7. Any services during contractor "stop work periods" or after the stated contract time has elapsed.

This project will be designed in accordance with the provisions of the FAA Advisory Circular 150/5300-13A (Airport Design), 150/5370-10H (Standard Specifications for Construction of Airports), and other Advisory Circulars, as applicable. All construction details will conform to FAA specifications or GDOT Standard Specifications for Construction of Transportation Systems (2021 edition) and indicate published specification reference, where practical.

Any task, service, or deliverable not expressly included in the Scope of Work described above is thereby excluded from the Scope of Work for the *Rehabilitate Terminal Apron Pavement* project.

End Exhibit A.

Exhibit B
Cost Summary
Decatur County Industrial Air Park (BGE)
Rehabilitate Terminal Apron Pavement (Construction)

ELEMENT 1. PROJECT FORMULATION

Labor Subtotal	\$3,035.00
Direct Cost	\$15.00
TOTAL (Lump Sum)	\$3,050.00

ELEMENT 2. CONSTRUCTION ADMINISTRATION

Labor Subtotal	\$31,300.00
Direct Cost	\$1,800.00
TOTAL (Lump Sum)	\$33,100.00

ELEMENT 3. CONSTRUCTION OBSERVATION

Labor Subtotal	\$39,745.00
Direct Expenses	\$8,255.00
TOTAL (Lump Sum)	\$48,000.00

ELEMENT 4. CONSTRUCTION MATERIALS TESTING

Labor Subtotal	\$47,520.00
Direct Expenses	\$30.00
TOTAL (Lump Sum)	\$47,550.00

ENGINEERING CONSTRUCTION TOTAL	\$131,700.00
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PROJECT FORMULATION

Element 1	Hourly Breakdown											Total Man Hrs	Labor Cost	
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff			Sr. Owner Rep.
Prepare work scope & fees	\$ 300.00	\$ 265.00	\$ 210.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 100.00	\$ 190.00	\$ 130.00	\$ 100.00	\$ 75.00	\$ 130.00	14	\$ 2,615.00
Scoping conf. calls w/ GDOT, Sponsor		1	10				1				2		2	\$ 420.00
			2										0	\$ -
													0	\$ -
													0	\$ -
													0	\$ -
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
Coord. & admin. for subconsultant (no hrs, percentage)														
LABOR TOTAL	0	1	12	0	0	0	1	0	0	0	2	0	16	\$ 3,035.00

Mileage	\$ -	Distance	550	# of Trips	0	Rate	\$ 0.58	Time	8:30
Mileage	\$ -		22		0		\$ 0.58		0:30
Printing, Shipping, Misc. Project Costs	\$ 15.00								
Lodging	\$ -				0		\$ 96.00		
Per Diem (Travel Day)	\$ -				0		\$ 44.25		
Per Diem (Standard Day)	\$ -				0		\$ 59.00		
Total Direct Expenses	\$ 15.00								

CONSTRUCTION ADMINISTRATION

Hourly Breakdown

Element 2	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff	Sr. Owner Rep.	Total Man Hrs	Labor Cost
Prepare "released for construction" plan set.			2	2			8				1		13	\$ 1,655.00
Prepare conformed set of contract documents.			2	1			1				4		8	\$ 1,000.00
Coordinate securing of bonds, execution of contracts.			2								2		4	\$ 570.00
Prepare for & conduct pre-construction meeting.	1		16	1			1				2		21	\$ 4,055.00
Review shop drawings & materials submittals	1		2	2			8				2		15	\$ 1,995.00
Provide responses to contractor RFIs	1		8	1			1				2		13	\$ 2,375.00
Review & monitor contractor schedule			4								2		6	\$ 990.00
Coordinate materials testing efforts			8								2		10	\$ 1,830.00
Review & certify contractor pay applications.			4								4	4	12	\$ 1,660.00
Review draft grant disbursement request documents.			4								4		8	\$ 1,140.00
Review & make recommendation re: change orders	1		4	2							2		9	\$ 1,615.00
Conduct monthly site visit (2)			24								2		26	\$ 5,190.00
Prepare for & conduct final inspection.			16	1							2		19	\$ 3,690.00
Prepare record drawings depicting completed project.			2	1			4				1		8	\$ 1,075.00
Coord. project closeout efforts w/ sponsor, contractor.			8	1							8		17	\$ 2,460.00
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
Coord. & admin. for subconsultant (no hrs, percentage)														
LABOR TOTAL	0	4	106	12	0	0	23	0	0	0	40	4	189	\$31,300.00

Distance # of Trips Rate Time

Mileage	\$1,276.00	550	4	\$ 0.58	8:30
Mileage	\$ -	22	0	\$ 0.58	0:30

Printing, Shipping, Misc. Project Costs	\$ 155.00
Lodging	\$ 192.00
Per Diem (Travel Day)	\$ 177.00
Per Diem (Standard Day)	\$ -
Total Direct Expenses	\$1,800.00

CONSTRUCTION OBSERVATION

Element 3	Hourly Breakdown											Total Man Hrs	Labor Cost	
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff			Sr. Owner Rep.
	\$ 300.00	\$ 265.00	\$ 210.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 100.00	\$ 190.00	\$ 130.00	\$ 100.00	\$ 75.00	\$ 130.00	12	\$ 1,560.00
Pre-construction meeting													12	\$ 1,560.00
PT const. observ. (25 total days)													225	\$29,250.00
Prepare daily inspection reports			9								9		43	\$ 5,815.00
"Pre-final" inspection, prepare punch list													12	\$ 1,560.00
Final inspection, prepare punch list (if necessary)													12	\$ 1,560.00
Use below if subconsultant performs this task and not above														
Subconsultant's Rates ----->														
													0	\$ -
													0	\$ -
Coord. & admin. for subconsultant (no hrs, percentage)														
LABOR TOTAL	0	0	9	0	0	0	0	0	0	0	9	0	304	\$39,745.00

Mileage	\$ 5,104.00	Distance	550	# of Trips	16	Rate	\$ 0.58	Time	8:30
Mileage	\$ 191.40		22		15		\$ 0.58		0:30
Printing, Shipping, Misc. Project Costs	\$ 147.85								
Lodging	\$ 1,440.00				15		\$ 96.00		
Per Diem (Travel Day)	\$ 840.75				19		\$ 44.25		
Per Diem (Standard Day)	\$ 531.00				9		\$ 59.00		
Total Direct Expenses	\$ 8,255.00								

YEAR 2022

BILLING HOURLY RATES		PROFIT %	OVERHEAD %	LABOR
Principal	\$300.00	10.00%	160.42%	\$ 104.73
Dept. Manager	\$265.00	10.00%	160.42%	\$ 92.51
Program Manager	\$210.00	10.00%	160.42%	\$ 73.31
Sr. Proj. Manager	\$180.00	10.00%	160.42%	\$ 62.84
Project Manager	\$155.00	10.00%	160.42%	\$ 54.11
Project Engineer	\$135.00	10.00%	160.42%	\$ 47.13
Engineer 1	\$100.00	10.00%	160.42%	\$ 34.91
Sr. Planner	\$190.00	10.00%	160.42%	\$ 66.33
Planner 2	\$130.00	10.00%	160.42%	\$ 45.38
Planner 1	\$100.00	10.00%	160.42%	\$ 34.91
Admin. Staff	\$75.00	10.00%	160.42%	\$ 26.18
Sr. Owner Rep.	\$130.00	10.00%	160.42%	\$ 45.38

NOTE:
 Insert labor, audited overhead and profit.
 Spreadsheet will calculate billing rate.

**Decatur County Board of Commissioners
Bainbridge, GA**



Engineering Bid Phase Services

Rehabilitate Terminal Apron Pavement

for **Decatur County Industrial Air Park (BGE)**

by **Passero Associates, LLC**

(Passero Project No. 20213184.0003)

Work Order 22-02

Work Order 22-02

Engineering Bid Phase Services for

Rehabilitate Terminal Apron Pavement

Passero Associates (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the Decatur County Board of Commissioners (Client or Authority), dated June 22, 2021, all of which terms and conditions are incorporated herein by reference:

Project Location: Decatur County Industrial Air Park, Bainbridge, Georgia.

Project Description: Provide bid phase services for the re-bidding of the terminal apron pavement rehabilitation.

Scope of Basic Services: Bid & Award. See Exhibit A Scope of Work.

Scope of Special Services: N/A.

Client Manager: Alan Thomas, County Administrator

Airport Manager: Tommy Johnson

PA Program Manager: Michael R. Joseph, P.E.

PA Project Manager: Michael R. Joseph, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee: \$11,250.00. See Exhibit B Cost Summary.

Special Services Compensation and Method of Payment: N/A.

Schedule: Services to begin upon receipt of fully executed Work Order.

Meetings: N/A.

Deliverables: Please refer to the deliverables listed near the end of the attached Exhibit A Scope of Work.

"Client"

Decatur County Board of Commissioners

BY: *Pete Stephens*

Pete Stephens, Chairman

Typed Name & Title

Date: 4/12/2022

"Consultant"

Passero Associates, LLC

BY: *Bradley J. Wente*

Bradley J. Wente, P.E., Vice President/SE Services Director

Typed Name & Title

Date: 3/22/22

ATTEST:

BY: *Michelle B. West*

Michelle West, County Clerk

Typed Name & Title

Date: 4/12/2022

ATTEST:

BY: *Angela Witt*

Angela Witt, Grants and Contracts Administrator

Typed Name & Title

Date: 3/22/22

**Decatur County Industrial Air Park (BGE)
Bainbridge, GA**

EXHIBIT A – SCOPE OF WORK

REHABILITATE TERMINAL APRON PAVEMENT (RE-BID)

The Airport Sponsor, Decatur County, will provide engineering bid phase services for the *Rehabilitate Terminal Apron Pavement* project, which consists of the partial rehabilitation of the existing terminal apron concrete pavement. The condition of the nearly 40-acre pavement has degraded to a point where significant rehabilitative measures are required. A single bid was received for the project on December 16, 2021. Based on the likely reasons for the lack of additional bids and feedback received from contractors after the bid opening, the Sponsor decided to re-advertise the project for competitive bids. More specifically, the bid services will include the following elements of work:

- **Element 1 – Bid & Award (Re-Bid)** will consist of the following:
 1. Update the bid documents (plan set, contract documents, and technical specifications) to reflect the revised bid timeline.
 2. Update bid documents to incorporate revisions made by addenda issued during the original bid process.
 3. Legally advertise the project for bids, coordinating with the local newspaper and plan rooms.
 4. Address bidder questions and requests for information (RFIs).
 5. Prepare and issue addenda, as necessary. Two (2) addenda are accounted for in this scope of work.
 6. Coordinate bid opening process with Decatur County personnel. County staff shall conduct bid opening.
 7. Review the bids received for conformance with the contract documents.
 8. Review the bidder's personnel, equipment lists, and references to verify the contractor's qualifications and financial responsibility.
 9. Prepare a certified bid tabulation.
 10. Perform an analysis of the anticipated available funding for the project to determine the scope of work for the initial phase of construction.
 11. Prepare and issue a recommendation of award or rejection of bids.
 12. Prepare and issue a Notice of Award to be issued to the successful bidder by the Sponsor.

As with the original bid, the project shall be divided into four (4) separate phases, giving the Sponsor the flexibility to tailor the construction scope of work to maximize the utilization of the available project budget based on the bid prices received from the lowest responsive bidder. Please note that this Scope of Work assumes that the project will be advertised for bids as a single project; and does not include separating the project into multiple schedules or phases (other than as noted above).

This project will be designed in accordance with the provisions of the FAA AC 150/5300-13A (Airport Design), and 150/5370-10H (Standard Specifications for Construction of Airports). All construction details will conform to FAA or GDOT Specifications and indicate published specification reference, where practical.

Deliverables will consist of the following:

1. One (1) PDF copy of the ready for bid Construction Plans and Technical Specifications.
2. One (1) PDF copy of any addenda issued during the bid advertisement period.
3. One (1) PDF copy of certified bid tabulation.
4. One (1) PDF copy of recommendation of award letter.
5. One (1) PDF copy of Notice of Award letter.

Any task, service, or deliverable not expressly included in the Scope of Work described above is thereby excluded from the Scope of Work for the *Rehabilitate Terminal Apron Pavement* project.

End Exhibit A.

EXHIBIT A-1

Exhibit B
Cost Summary
Decatur County Industrial Air Park (BGE)
Rehabilitate Terminal Apron Pavement (Re-Bid)

ELEMENT 1. BID & AWARD (RE-BID)

Labor Subtotal	\$11,170.00
Direct Expenses	\$80.00
TOTAL (Lump Sum)	\$11,250.00
ENGINEERING DESIGN & BID TOTAL	<u><u>\$11,250.00</u></u>

BID & AWARD (RE-BID)

Element 1	Hourly Breakdown											Total Man Hrs	Labor Cost		
	Principal	Dept. Manager	Program Manager	Sr. Proj. Manager	Project Manager	Project Engineer	Engineer 1	Sr. Planner	Planner 2	Planner 1	Admin. Staff			Sr. Owner Rep.	
	\$ 300.00	\$ 265.00	\$ 210.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 100.00	\$ 190.00	\$ 130.00	\$ 100.00	\$ 75.00	\$ 130.00		4	\$ 570.00
Update bid documents to reflect new bid timeline.			2								2				\$ 570.00
Update bid documents to incorporate addenda.		1	3				3				3			10	\$ 1,420.00
Bid advert., incl. coord. w/ local paper & plan rms.			2								2			4	\$ 570.00
Address bidder questions and RFIs.		2	6	1			2				2			13	\$ 2,320.00
Prepare & issue addenda to address RFIs.		1	4	1			6				4			16	\$ 2,185.00
Prep for & coord. bid opening w/ Decatur Co.			3											3	\$ 630.00
Rvw. bids rec'd for conformance w/ contract docs.			1				1				2			4	\$ 460.00
Rvw. bidders' personnel, equip. lists, references			1				1				1			3	\$ 385.00
Prepare certified bid tabulation.		1	2				1				4			8	\$ 1,085.00
Analyze available funding to determine SOW for Ph. 1			2											2	\$ 420.00
Prepare & issue recommendation of bid award.			3								1			4	\$ 705.00
Prepare & issue Notice of Award.			2											2	\$ 420.00
Use below for consultant's rates (this is not above)															
Subconsultant's Rates ----->															
														0	\$ -
														0	\$ -
Coord. & admin. for subconsultant (no hrs, percentage)															
LABOR TOTAL	0	5	31	2	0	0	14	0	0	0	21	0	0	73	\$11,170.00

Mileage	\$ -	Distance	550	# of Trips	0	Rate	\$ 0.58	Time	8:30
Printing & Shipping	\$ 80.00								
Lodging	\$ -								
Per Diem (Travel Day)	\$ -								
Per Diem (Standard Day)	\$ -								
Total Direct Expenses	\$ 80.00								

YEAR 2022

BILLING HOURLY RATES		PROFIT %	OVERHEAD %	LABOR
Principal	\$300.00	10.00%	160.42%	\$ 104.73
Dept. Manager	\$265.00	10.00%	160.42%	\$ 92.51
Program Manager	\$210.00	10.00%	160.42%	\$ 73.31
Sr. Proj. Manager	\$180.00	10.00%	160.42%	\$ 62.84
Project Manager	\$155.00	10.00%	160.42%	\$ 54.11
Project Engineer	\$135.00	10.00%	160.42%	\$ 47.13
Engineer 1	\$100.00	10.00%	160.42%	\$ 34.91
Sr. Planner	\$190.00	10.00%	160.42%	\$ 66.33
Planner 2	\$130.00	10.00%	160.42%	\$ 45.38
Planner 1	\$100.00	10.00%	160.42%	\$ 34.91
Admin. Staff	\$75.00	10.00%	160.42%	\$ 26.18
Sr. Owner Rep.	\$130.00	10.00%	160.42%	\$ 45.38

NOTE:
 Insert labor, audited overhead and profit.
 Spreadsheet will calculate billing rate.



Innovative
Engineering
Strategies, LLC

P.O.Box 560
Smart, Georgia 31086
(478) 365-8609
mbiers@ie-strategies.com

CIVIL * ENVIRONMENTAL

April 1, 2022

Mr. Alan Thomas
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, Georgia 39817

**Subject: Proposal for Professional Engineering Services
Construction Plans for MSW Cell No. 6
Decatur County Solid Waste Facility
Permit No. 043-011D(MSWL)
IES Project No. 3510-034-01**

Dear Mr. Thomas:

Innovative Engineering Strategies, LLC (IES) is pleased to provide a proposal to the Decatur County Board of Commissioners for the preparation of construction plans for MSW Cell No. 6. As you are aware the County is in the process of completing construction of C&D Cell No. 2 and then will be turning their attention to the construction of a new scale house and installation of new scales. Following this construction, the County will then need to begin earthwork for MSW Cell No. 6, which includes modifications to Sediment Pond B.

The average compaction reported to Georgia EPD at the Decatur County Solid Waste Facility since it first opened in 2006 is approximately 1,500 lbs/cy, which at the average daily waste-stream of 376 tons/day reported to EPD in 2021 would yield a remaining capacity of MSW Cell Nos. 1-5 between June 2029 and July 2030, approximately 7-8 years from now (2029-2030).

Table 1: Matrix of Remaining Capacity of MSW Cell Nos. 1-5*

		Average Daily Waste-Stream (tons/day)						
		200	250	300	350	400	450	500
Average Waste Compaction (lbs/c.y.)	1,000	Jan '32	Dec '29	Jul '28	Jul '27	Oct '26	Apr '26	Oct '25
	1,100	Feb '33	Oct '30	Apr '29	Mar '28	May '27	Sep '26	Mar '26
	1,200	Feb '34	Aug '31	Dec '29	Oct '28	Nov '27	Mar '27	Aug '26
	1,300	Mar '35	Jun '32	Aug '30	May '29	May '28	Aug '27	Jan '27
	1,400	Mar '36	Apr '33	May '31	Dec '29	Dec '28	Feb '28	Jun '27
	1,500	Apr '37	Feb '34	Jan '32	Jul '30	Jun '29	Jul '28	Nov '27
	1,600	May '38	Dec '34	Oct '32	Mar '31	Dec '29	Jan '29	Apr '28
	1,700	May '39	Oct '35	Jun '33	Oct '31	Jun '30	Jul '29	Sep '28
	1,800	Jun '40	Aug '36	Feb '34	May '32	Jan '31	Dec '29	Feb '29
	1,900	Jun '41	Jul '37	Nov '34	Dec '32	Jul '31	Jun '30	Jul '29

* Based upon survey dated August 8, 2021

Table 1 is presented above to illustrate the general controls for capacity as it relates to the constructed facility based upon the most recent survey (other than operational cover, days open, etc.).

Having a set of detailed construction plans will provide the County valuable information needed to understand the scope of work necessary to complete the earthwork construction for the MSW Cell No. 6 subgrade and the controlled outfall for Sediment Pond B, which includes the dewatering, de-mucking and structural fill placement within old surface mining features of the closed Gragg Mine. This initial phase of construction performed by the County is anticipated to save a considerable amount of change orders charged by a contractor due to the unknown, variable nature of this extensive, complex earthwork process (based upon experience from construction of MSW Cell No. 5). This set of plans will also be used by the County for bidding out the materials and installation by contractors for tasks the County does not want to complete in-house.

SCOPE OF WORK

Listed below is the scope of services required to consolidate this duplicate work.

Prepare detailed set of construction plan for MSW Cell No. 6 including:

<u>Sheet No.</u>	<u>Sheet Title</u>
-	Title Sheet
1.	Index to Drawings, Legend and General Construction Notes
2.	Boundary Survey
3.	Existing Conditions
4.	Top of Soil Liner Grading Plan
5.	HDPE Liner and Leachate Collection System Plan
6-10.	Erosion, Sedimentation & Pollution Control (ES&PC) Plan, Notes & Details
11.	Centerline Profiles and Typical Cross Section
12.	Erosion Control Plan
13.	General Construction Details

Estimated Fee	\$25,000.00
Estimated Time to Complete:	5 weeks from Notice to Proceed

IES will invoice the County monthly for the work completed plus expenses at our standard hourly rates (see attached schedule) not to exceed \$25,000.00. IES will utilize topographic information recently provided by surveys for remaining capacity and/or cell construction certification surveys.

IES will not exceed this budget unless the scope of work delineated above changes significantly and without written authorization from the County.

Enclosed are two (2) copies of our standard proposal acceptance sheet. Please sign both copies, return one (1) copy to our office. This will serve as our notice to proceed.

Should you have any questions, or need any additional information, please contact IES at (478) 365-8609.

Sincerely,

INNOVATIVE ENGINEERING STRATEGIES, LLC.



Michael W. Biers, P.E.
Project Manager



Innovative
Engineering
Strategies, LLC

P.O.Box 560
Smart, Georgia 31086
(478) 365-8609
mbiers@ie-strategies.com

CIVIL * ENVIRONMENTAL

PROPOSAL ACCEPTANCE SHEET

PROJECT NO. 3510-034-01 **DATE** April 1, 2022

PROJECT NAME Construction Plans for MSW Cell No. 6

DESCRIPTION See IES letter dated April 1, 2022

CLIENT NAME AND ADDRESS (PERSON RESPONSIBLE FOR PAYMENT)

Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, Georgia 39817
Attn: Mr. Alan Thomas

PROPERTY OWNER NAME & ADDRESS (IF DIFFERENT THAN CLIENT)

PAYMENT TERMS

Net cash upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days of the date of the invoice.

INSURANCE

Our company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Certificates can be issued upon request identifying details and limits of coverage mutually agreed between the parties.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms of the Agreement are accepted this

12th day of April, 2022.

Name of Individual, Firm or Corporation Pete Stephen

Signature Title Chairman

P.O. Number (if applicable) _____

TERMS AND CONDITIONS

1. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered under this agreement will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY ANY REPRESENTATIONS MADE REGARDING THE SERVICES INCLUDED IN THIS AGREEMENT.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Client will limit any and all liability of our company, its agents or employees, to Client on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Fifty Thousand Dollars (\$50,000) or the amount of the total fee paid by Client, whichever is greater. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of One Million Dollars (\$1,000,000) upon written request from Client at the time of the acceptance of this proposal, provided that Client agrees to pay an additional consideration because of the greater risk insured. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client does not succeed in obtaining judgment thereon, or if legal action is brought by our company against Client to enforce any of the obligations hereunder and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

2. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by our company will not relieve any Contractor of its responsibilities for performing the work in accordance with the plans and specifications.

3. SAFETY

Should Client or its contractors be conducting activities on Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by our company does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project Site.

4. REPRESENTATION OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this Agreement.

5. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Site which is inherent in the work, and that Client will not look to us for reimbursement or hold our company liable or responsible for such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and defend our company against any claims by the owner or persons having possession through the owner which are related to such alteration or damage.

It shall be responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) the existence of which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse our company for expenses in connection with any such claims, or suits, including reasonable attorney fees.

6. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may: (a) If practicable, in our judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of Termination of Contract.

7. TERMINATION OF CONTRACT

Client may terminate this Agreement at any time for any reason, provided that fifteen (15) days prior written notice of termination is given to our company. In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date or stoppage of work may, at our discretion, be made. Our company may terminate this work at any time due to non-payment of invoices according to the Payment Terms, failure of the Client to provide information necessary to the performance of the services hereunder, or any substantial failure by Client to perform in accordance with the terms hereof. The termination of this Agreement by our company does not relieve the Client of any liability for fees due.

8. INDEMNITY

Except to the extent such are caused by negligence or intentional misconduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and defend our company, its agents, subcontractors, and employees, from and against any and all claims, losses, liabilities, penalties and costs (including but not limited to, attorney's fees and expenses) which our company, its agents, subcontractors, or employees, may incur, may become responsible for or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees; (1) alleging exposure to or damage from material, elements or constituents at or from the project which is subject of this Agreement before, during or after the services provided pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except; (2) alleging injury or health risk to anyone arising as a result of unanticipated occurrences of hazardous substances known to the Client but not disclosed to our company; (3) Client's violations or alleged violations of RCRA, CERCLA, the Federal Clean Water Act, or any other federal or state environmental Acts or regulations; (4) arising from modifications made or permitted by the Client to devices, or the operation of such devices, etc, in a manner other than specified by our company; and (5) otherwise arising out of operation and management of the project or work on which our company has rendered design, engineering, consulting, or other services under this Agreement.

9. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

10. PROTECTION OF SUCCESSOR CONSULTANT

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use or reuse of any documents prepared or provided by the Client or any prior consultant of the Client. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor Consultant and that the Client has the right to provide such documents to the successor Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

ENGINEERING STANDARD RATES*

Principal Engineer	\$150/hr
Senior Engineer / Hydrogeologist	\$140/hr
Professional Engineer II / Geologist II	\$130/hr
Professional Engineer I / Geologist I	\$120/hr
Project Engineer II / Geologist II	\$100/hr
Project Engineer I / Geologist I	\$90/hr
Environmental Technician	\$75/hr
Administrative Assistant	\$65/hr
Support Staff	\$55/hr
Expenses	at Cost
Mileage	\$0.65/mile
Subcontracts	Cost + 15%
Per Diem	\$125/night
Copies	\$0.20 (B&W), \$0.60 (color)
Faxes	\$0.50
Plots	\$0.50-3.00 (based on size)

Rates are subject to change January 1 of each year.

Please Note: Expert testimony, court appearances, depositions, etc. are billed at two times the above hourly rates.

* Effective: January 1, 2022

TIMBER SALE AGREEMENT

STATE OF GEORGIA
COUNTY OF DECATUR

THIS AGREEMENT, made and entered into this 12th day of April, 2022 by and between **Decatur County Commissioners**, hereinafter referred to as the SELLER and **Coastal Plywood Co.**, a company with an office and place of doing business in Havana, FL, hereinafter referred to as the PURCHASER.

WITNESSETH:

That for and in consideration of the premises, the mutual covenants and conditions herein contained, and the monetary consideration herein provided, the SELLER herein hereby agrees to sell to the PURCHASER, and the PURCHASER agrees to buy from SELLER, all designated timber located within the sale area by SELLERS agent, Southern Forestry Consultants, Inc. The property being more particularly described as:

Harvest all merchantable timber on approximately 209 acres located in Land Lots 21, 22, 382, & 383 of the 19th & 22nd Land Districts of Decatur County, Georgia and shown more precisely on the attached Timber Sale Map.

SELLER and PURCHASER agree that this TIMBER CUTTING AGREEMENT shall remain in full force and effect until **March 31, 2023**.

PURCHASER agrees to pay for all of the timber cut by it during the term of this TIMBER CUTTING AGREEMENT or any extension thereof at the prices and on the periodic dates and in accordance with the terms and conditions hereof.

In order to compute the purchase price to be paid by the PURCHASER to the SELLER, the timber cut shall be weighed on scales, and the PURCHASER shall pay to the SELLER the following:

<u>Product</u>	<u>Price</u>	<u>Delivery Destination</u>	<u>Specifications</u>
Pine Plylogs	\$59.00/ton	Coastal Plywood Co.	Min. 8" top, CTL
Pine CNS	\$39.00/ton	Hood/ Spanish Trail	No Butt, Min. 5" top
Pine Pulpwood	\$10.00/ton	Georgia Pacific Corp.	Min. 2.5" top
Pine Topwood	\$ 8.00/ton	Georgia Pacific Corp.	Min. 2.5" top, Min. 15'
Hwd. Sawtimber	\$37.00/ton	Elberta Crate	Mill Specs.
Hwd. Pulpwood	\$ 6.50/ton	Georgia Pacific Corp.	Min. 2.5" top, Min. 15'

PURCHASER agrees to make an advance payment of \$120,000.00 to be paid in two checks. One in the amount of \$110,400.00 (92%) made payable to SELLER and one in the amount of \$9,600.00 (8%) made payable to SELLER'S agent, Southern Forestry Consultants, Inc., as an advance payment for the timber to be cut.

The PURCHASER agrees to give to the SELLERS' agent a performance bond in the amount of \$2,000.00 at closing. The bond will be made out to Southern Forestry Consultants, Inc. Timber Performance Account. This performance bond may be used in whole or in part to compensate SELLERS for non-conformance or to remedy non-conformance with this agreement, as determined by SELLERS' agent. PURCHASER will also be liable for any penalties or damage in excess of this bond. The SELLERS' agent shall release the bond after a joint post-cutting conference and satisfactory completion of the agreement as determined by SELLERS' agent.

Seller's Initials PL

Purchaser's Initials _____

SELLER AGREES AND OR COVENANTS AS FOLLOWS:

1. The SELLER represents, warrants, and agrees that SELLER is the owner/s of the land from which the timber is to be cut and that SELLER has the lawful right and authority to sell the timber and collect the proceeds from the sale thereof, and PURCHASER is granted the right of ingress and egress into, in, over and across and upon the land heretofore described, which egress and ingress shall be to a public right-of-way. SELLER further warrants that there are no liens or encumbrances against said property which encumbrances against the timber would forbid the sale and cutting of the timber sold. This representation as to ownership, access, liens and encumbrances is the inducement by the SELLER to the PURCHASER to purchase said timber when cut. Likewise, SELLER covenants and warrants that there are no governmental rules, ordinances, laws or regulations that would prevent the sale and removal of said timber so long as the timber is removed during the period of time and in strict accordance with the terms and conditions of this TIMBER CUTTING AGREEMENT.
2. The PURCHASER may enter upon said lands with all necessary machinery for the purpose of cutting and removing such timber and may remove said machinery when cutting is completed.

PURCHASER AGREES AND OR COVENANTS AS FOLLOWS:

1. To cut and remove the timber, the subject of this TIMBER CUTTING AGREEMENT, strictly in accordance with the terms and conditions hereof.
2. PURCHASER agrees to call for a pre-cutting conference between the owners and/or its agent, the PURCHASER, the logging contractor or equipment operators on the sale area at least **48 hours** prior to the beginning of harvest operations. This conference is to point out access roads, review the terms of this Agreement, identify especially sensitive areas and to otherwise insure that all of the parties involved are aware of the terms of this Agreement. The PURCHASER will be responsible for calling this pre-cutting conference by notifying the SELLER'S agent, Southern Forestry Consultants, Inc., at least 48 hours prior to moving onto the property to begin logging.
3. To warrant that the workers and facilities used to cut, remove and transport such timber are American citizens or documented legal aliens, and are the employees or belong to the PURCHASER or its logging contractor(s), and it will hold the SELLER harmless from any cost, expense or liabilities, including Workman's Compensation, to such employees. PURCHASER, prior to commencing operations, shall provide to SELLER'S agent a certificate of insurance evidencing insurance coverage for both workers compensation and a minimum of \$1,000,000 in liability insurance coverage to be in force and effect.
4. To hold SELLER and its agent, Southern Forestry Consultants, Inc., harmless against all claims resulting or to result from its operation hereunder, and assume and be responsible and liable for all damages to third persons and their property resulting from any negligent act or negligent omission by PURCHASER, or its agents, servants or employees, and/or from any unlawful or willful acts in the harvesting and cutting of said timber while conducting its operations upon said lands of SELLER.
5. To cause the timber sold hereunder to be cut and transported from the lands above described by its agents and servants at its sole expense and it will cause timber so cut and removed to be weighed upon timber scales and they will furnish a report of weekly deliveries at the end of each working week, including all weight tickets. The sales price of the timber cut and removed shall be computed weekly and shall reflect the sales price for all timber delivered through the closing of its office each week. Weekly reports and checks shall be mailed to the SELLER'S agent, Southern Forestry Consultants Inc., each week at the address, to wit, 305 West Shotwell Street, Bainbridge, Georgia 39819. Payments shall be made in two

Seller's Initials PA

Purchaser's Initials _____

checks, one made payable to SELLER for 92% of the total, and the balance of 8% made payable to Sellers Agent, Southern Forestry Consultants, Inc.

6. In the event of an advance payment made at closing, PURCHASER will deplete weekly amount owed SELLER from the advance payment. Upon depletion of said advance payment, weekly payments will be made as described in paragraph #5. In the event PURCHASER fails to commence performance of this Contract, the advance payment shall be paid/retained as liquidated damages to SELLER and SELLER'S agent, Southern Forestry Consultants, Inc., in the percentages outlined in Paragraph #5 of this Agreement. In the event PURCHASER commences performance and fails to complete performance or otherwise materially breaches its obligations under this agreement, any remaining portion of the advance payment may be retained by SELLER and SELLER'S agent (in the percentages set forth above) and SELLER shall be entitled to seek recovery from PURCHASER to the extent SELLER has been damaged by such failure or breach by PURCHASER. In the event said advance payment is not exhausted and PURCHASER has fully completed cutting, hauling, and paying accurately for all timber designated by SELLER or SELLER's agent, SELLER shall reimburse PURCHASER for the difference between the advance payment and the purchase price of the timber cut within (30) days after notice from PURCHASER of said overpayment. In the event of destruction of the timber due to natural disaster such as storm, fire, flooding, disease, or insects before the timber is cut by PURCHASER, the PURCHASER shall have no further obligation to harvest the portion of the timber destroyed by the natural disaster. After written request is received from the PURCHASER, SELLER will refund to PURCHASER within 60 calendar days any remaining balance in the advance payment not covered by the balance of timber not destroyed by the disaster, if any. Written requests must include a copy sent to SELLER's agent, Southern Forestry Consultants, Inc.

7. SELLER retains risk of loss and title to all trees until same have been cut, after which ownership thereof passes to the PURCHASER. PURCHASER is responsible to have trees weighed and the amount to be paid thereof determined, it being understood that Purchaser's payment for the timber under this agreement is contingent upon severance of the timber and payable at the time specified in Paragraph #5.

8. PURCHASER agrees to use the wood monitoring security system provided by SELLER'S agent, Southern Forestry Consultants, Inc. with all appropriate information completed in a timely manner.

9. In no event, upon delivery at mills, and upon weighing, shall any logger deduction for "culls" be made, and in no event, upon delivery at PURCHASER'S mill(s), and upon weighing shall any deduction for "culls" be made, it being understood that PURCHASER shall pay for all trees cut and delivered to the appropriate mills.

10. To only cut and deliver to the PURCHASER'S place of business or any other delivery destination that timber which has been designated in this agreement and by SELLER'S agent Southern Forestry Consultants, Inc. or SELLER.

11. Bear any and all costs, taxes or fees which may result from the recordation of this Agreement in the public records of the county where the timber is located except for severance taxes due the County Tax Commissioner when timber is harvested in the State of Georgia.

12. It is the obligation of the PURCHASER, in exercising the TIMBER CUTTING AGREEMENT granted it hereunder, to at all times follow good and accepted timber cutting practices, including but not limited to the following:

A. To protect all fences and other improvements from damage by reason of its operations hereunder, and PURCHASER shall promptly repair and restore any damage done to fencing or other improvements so that the same shall be left in or returned promptly to the approximate condition as found.

B. To sever the timber as low to the ground as practical.

C. To cut and fully utilize, where practical, all of the merchantable portions of timber cut.

Seller's Initials *JS*

Purchaser's Initials _____

D. To exercise care to prevent starting and spreading fires in the areas of operation: in the event of fire during active cutting operations, PURCHASER'S employees and agents shall use their best efforts to suppress the same.

E. To keep all fields, orchards, fences, access roads, streams and firebreaks clear of debris during cutting operations, and PURCHASER shall remove all tops and other logging debris from fields, firebreaks, roads and streams prior to the completion of operations.

F. The SELLER or their authorized representatives may make periodic inspections of the cutting and logging operations during the life of this agreement.

G. Existing roads shall be used and existing roads shall be protected and maintained during logging and left in approximate condition as found. PURCHASER will improve roads used for truck access at their expense if necessary.

H. PURCHASER agrees to protect all timber not sold under this agreement from cutting and from damage due to logging operations.

I. To keep ramp areas to a minimum and ramp only in locations designated by SELLER'S agent and approved by PURCHASER. PURCHASER will complete cutting adjacent to each ramp area prior too moving to another ramp, weather permitting.

J. PURCHASER shall clean up the merchantable timber on all ramps as logging progresses and haul and pay for at agreement rates all merchantable timber, including all topwood. Any merchantable wood not hauled upon completion of logging shall be paid for by the PURCHASER at the twice (double) the agreement rates based on an estimate of the volume jointly made by SELLER'S agent, Southern Forestry Consultants, Inc. and PURCHASER or PURCHASER'S representative.

K. Refrain from leaving any trash on SELLER'S property or from draining hydraulic oil or other petroleum products on SELLER'S property.

L. Call a post-cutting conference between owner and/or its agents and the PURCHASER on the sale area upon completion of logging. This conference is to inspect the logging area and access roads to insure compliance with this Agreement. Actions for correcting any non-compliance will be discussed and methods and timetable agreed upon. Satisfactory completion of all provisions in this Agreement are necessary before the performance bond, in whole or in part, will be returned.

M. To suspend logging operations if weather conditions become too adverse, as determined by SELLER'S agent, Southern Forestry Consultants, Inc.

N. To comply fully and completely with all provisions of the State of Georgia's "Best Management Practices" and to indemnify, protect, and hold SELLER and SELLER'S agent, Southern Forestry Consultants, Inc. harmless against claims, suits, or demands that may arise because of PURCHASER'S negligence in harvesting this timber in accordance with said "Best Management Practices."

O. Release this property from this Agreement should cutting be completed prior to expiration of this Agreement.

P. Notify SELLER'S agent in the event logging operations are discontinued on the tract and also when logging operations are resumed.

Q. To frequently inspect the logging crews to insure that the terms of this Agreement are met.

R. All ramp locations must be approved by the landowner prior to harvesting.

S. Keep all equipment out of food plots.

13. Whenever the term SELLER and/or PURCHASER shall be used herein, it shall be deemed to include and bind their heirs, administrators, executors, successors and assigns.

14. If at any time the SELLER'S agent Southern Forestry Consultants, Inc. discovers that the PURCHASER is not satisfactorily complying with the terms of this agreement, or if weather conditions become too adverse as determined by Southern Forestry Consultants, Inc., it may temporarily suspend logging operations until more suitable weather conditions exist or the PURCHASER complies with terms of this agreement.

Seller's Initials AS

Purchaser's Initials _____

15. This Agreement shall not be assignable or transferable by PURCHASER without the prior written consent of the SELLER.

16. In the event of litigation regarding this Agreement, both PURCHASER AND SELLER agree that venue for such litigation shall be in Decatur County, Georgia, under the laws of Georgia, and further agree that the prevailing party will be entitled to recover from the non-prevailing party its attorneys' fees, expenses and costs of litigation.

17. Time is of the essence with regard to performance of this Agreement.

18. Failure by either party to insist upon strict performance of any covenant, condition, or right in this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment of that or any other covenant, condition or right, or of the future performance of same; but all shall remain in full force and effect.

19. Notices: Any notices required under this Agreement shall be in writing and shall be sent by registered or certified mail to:

Seller's Agent:

Southern Forestry Consultants, Inc.
Attention: Alan Emmons
305 W. Shotwell Street
Bainbridge, GA 39819

Seller(s):

Decatur County Commissioners
Attn: Pete Stephens (Chairman of the Board)
P.O. Box 726
Bainbridge, GA 39819

Purchaser:

Coastal Plywood Co.
Attn: Kraig Vickers
P.O. Box 1128
Havana, FL 32333

Seller's Initials PS

Purchaser's Initials _____

SIGNED IN DUPLICATE this 12th day of April, A. D., 2022.

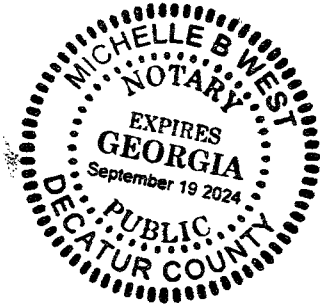
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals in duplicate and original the day and year first above written.

WITNESSES:

[Signature]

(signature of witness)

Michelle B. West
Notary Public



WITNESSES:

(signature of witness)

(typed or printed name)

Notary Public

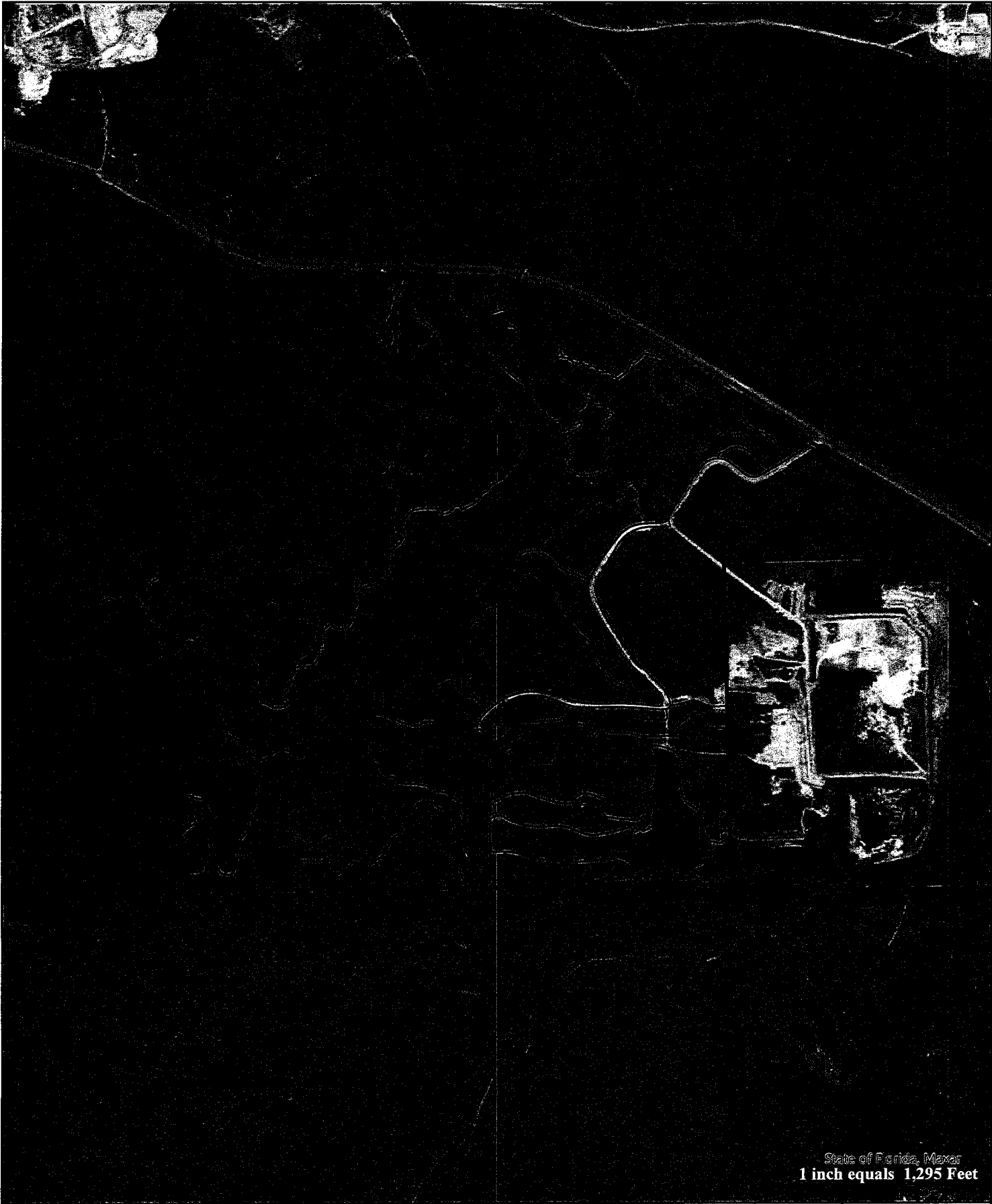
SELLER:

[Signature]
Decatur County Commissioners
Pete Stephens (Chairman of the Board)
P.O. Box 726
Bainbridge, GA 39819

PURCHASER:

Coastal Plywood Company

BY: _____



State of Florida, Maxar
 1 inch equals 1,295 Feet

Decatur County Landfill Tract	State: GA	Timber Sale Map +/- 209 Acres		Date: 2022
	County: Decatur			By: JRG
	LD: 19 22			
	LL: 382, 383, 21, 22			