

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM**

**TUESDAY, APRIL 26, 2022**

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, 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 7:00 p.m. After the call to order, Randy Williams gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA**

Vice Chairman Brinson made a motion to approve the agenda, as presented. Commissioner Davis 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**

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held April 12, 2022, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**Consider Fire Service Mutual Aid Agreements – Miller County and Chattahoochee.** Chairman Stephens recognized Fire Chief McCann who stated the City of Chattahoochee agreement is the same as the current agreement. The City of Chattahoochee has new Commissioners and staff and they wanted to update the agreement to reflect the current signatures of Commissioners and staff.

Chief McCann stated the agreement with Miller County is for the voids between Eldorado and Boykin. Chief McCann and Chief Tully have agreed that it's to mutual advantage and benefit of both parties to render automatic mutual aid to this area. Commissioner Davis made a motion to approve the agreements, copies of which are attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**Consider Resolution to Amend the Deferred Compensation Plan.** Chairman Stephens recognized County Administrator Thomas who stated there's two documents referenced to this item, first is the resolution to amend the ACCG 457(b) deferred compensation plan and the second document is the adoption agreement to the resolution. This request would allow our employees under the 457 (b) deferred compensation plan to contribute monies to a ROTH plan. There would be no cost to the County for this change, but the current plan document does not

include this option. County Administrator Thomas stated this amendment would be another option for our employees to be able to save money for their retirement and recommends approval by the Board. Commissioner Barber made a motion to approve the amendments, copies of which are attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Consider Bid Approval – Pickup Trucks for Industrial Park.** Chairman Stephens recognized County Administrator Thomas who stated bids were requested from several vendors on two pickup trucks for the Industrial Park. Two bids were received for the trucks with Wade Ford winning the low bid of \$28,189.60 for each truck, County Administrator Thoams recommends approval by the Board. Commissioner Brock made a motion to approve the purchase of trucks. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**Consider Bid Approval – Landfill Scales.** Chairman Stephens recognized County Administrator Thomas who stated as previously discussed the Landfill will be receiving a new scale house which will require a new scale due to the current scales being in poor condition. County Administrator Thomas stated request for bids were mailed out and two bids were received with South Georgia Scales winning the low bid of \$112,732 and a delivery date of November 2022. County Administrator Thomas recommends approval by the Board. Commissioner Davis made a motion to approve the scale purchase, Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.


**Consider Approval of Errors & Releases.** Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Vice Chairman Brinson made a motion to approve the Errors and Releases. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

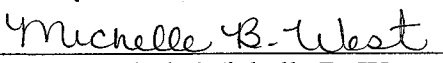
**COMMISSIONERS/ADMINISTRATOR’S REMARKS**

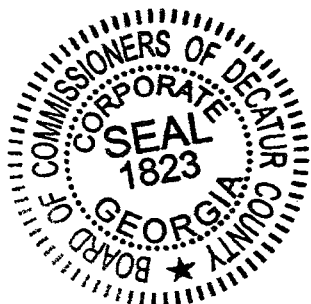
The Commissioners thanked everyone for coming.

**ADJOURN**

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Approved:   
Chairman, Pete Stephens

Attest:   
County Clerk, Michelle B. West





CHARLIE MCCANN  
CHIEF

**DECATUR COUNTY**  
**FIRE & RESCUE SERVICE**  
INDUSTRIAL AIRPARK 404 FOURTH RAMP  
BAINBRIDGE, GEORGIA 39817



PHONE: (229) 248 - 3011



## AGREEMENT OF MUTUAL AID AUTOMATIC RESPONSE

This agreement is made and entered into by and between Decatur County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the Colquitt/Miller County Fire Department (FD), organized and existing under the laws of the State of Georgia, acting by through its duly elected governing body.

**WHEREAS**, Decatur County, Georgia and the Colquitt/Miller County Fire Department each maintain fire department personal for the purpose of fire suppression, protection, prevention, and other emergency services;  
and

**WHEREAS**, Decatur County, Georgia and the Colquitt/Miller County Fire Department have determined that it is to mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection and prevention to the other party in the event of fire or other local emergency, and take part in joint training exercises;  
and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE – Response District

- 1.0 The parties hereby establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon in Addendum “A”, attached hereto and incorporated herein by reference, by Decatur County, Georgia’s Fire Chief and the Colquitt/ Miller County Fire Department’s Fire Chief, and hereinafter referred to as the “response district.”
- 1.1 In the event any fire, rescue, disturbance, or other fire related local emergency occurs in the response district, Decatur County, Georgia and the Colquitt/Miller County Fire Department shall furnish such fire suppression, prevention, protection, and rescue services as may be reasonably required to cope with such emergency, 24 hours a day, 365 days a year, subject to the limitations hereinafter set forth in this Agreement.

*“To Save Lives and Protect Property”*



CHARLIE MCCANN  
CHIEF

**DECATUR COUNTY  
FIRE & RESCUE SERVICE**  
INDUSTRIAL AIRPARK 404 FOURTH RAMP  
BAINBRIDGE, GEORGIA 39817



PHONE: (229) 248 - 3011



**ARTICLE – AUTOMATIC AND MUTUAL AID**

- 2.0 The level of first response automatic aid and secondary mutual aid provided in the response district shall be agreed upon by Decatur County, Georgia's Fire Chief and the Colquitt/Miller County Fire Department, Fire Chief. The party furnishing aid to the other party (the "Furnishing Party") shall determine the actual amount of equipment and staff it will extend in each instance of emergency based on its available personnel and equipment and on local conditions at the time of the emergency.
- 2.1 It is expressly understood that the aid actually furnished may be recalled at the sole discretion of the Fire Chief of the Furnishing party if circumstances warrant.
- 2.2 It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for the parties.

**ARTICLE III – LIABILITY**

- 3.0 Every employee shall be deemed to be the employee and agent of his/her regular employer, and under no circumstance shall any employee be deemed to be and employee or agent of any entity other than his/her regular employer.
- 3.1 All repairs of damages to any equipment or apparatus shall be the responsibility of the party that owns said equipment or apparatus.

**ARTICLE IV- COMPENSATION**

- 4.0 No party under this Agreement will be required to pay any compensation to the other party for services rendered pursuant to this Agreement.
- 4.1 The mutual advantages and protection afforded by this Agreement to each party is considered adequate compensation to both parties.
- 4.2 Each party shall pay its own personnel without any cost to the other party.

*"To Save Lives and Protect Property"*

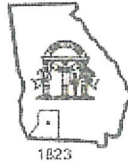


CHARLIE MCCANN  
CHIEF

**DECATUR COUNTY  
FIRE & RESCUE SERVICE**  
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**ADDENDUM "A"**

This Agreement is for automatic fire service aid for Miller County to include The City of Colquitt and mutual aid when requested by the Mayor, City Manager or Chief Fire Suppression Officer.

The Colquitt/Miller County Fire Department agrees to provide fire service mutual aid in the unincorporated area of Decatur County, when feasible and without jeopardizing the fire defenses of the Colquitt/Miller County Fire Department, when requested by the Chairman of the Board of Commissioners, County Administrator or Chief Suppression Officer.

It is expressly understood and agreed that the command of the fire service emergency scene will be determined by the location of the emergency and under the control of the said jurisdictions Chief Fire Suppression Officer.

*"To Save Lives and Protect Property"*



CHARLIE MCCANN  
CHIEF

**DECATUR COUNTY  
FIRE & RESCUE SERVICE**  
INDUSTRIAL AIRPARK 404 FOURTH RAMP  
BAINBRIDGE, GEORGIA 39817



PHONE: (229) 248 - 3011



**ARTICLE V- RELEASE OF CLAIMS**

5.0 Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to that party's property whether directly or indirectly existing or indirectly arising out of the use of any vehicle, equipment, or apparatus being used by the other party during the provisions of services pursuant to this Agreement.

**ARTICLE VI- INJURIES TO PERSONNEL**

6.0 Any damage or other compensation which is required to be paid to any employee of either party by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that employee.

**ARTICLE VII – TERM OF AGREEMENT**

7.0 This Agreement shall commence on the date of its execution and shall terminate on December 31<sup>st</sup> of the year of execution and on December 31<sup>st</sup> each year of renewal thereafter. This Agreement shall automatically be renewed by the parties on January 1<sup>st</sup> of the year following execution, and each year thereafter on January 1<sup>st</sup>, unless and until such time as either party provides the other party a written notice of termination at least ninety (90) days prior to the expiration of the then current term of the Agreement on December 31<sup>st</sup> of the then current year.

**ARTICLE VIII – ENTIRE AGREEMENT**

8.0 This agreement shall constitute the entire Agreement between and parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by Decatur County, acting through its Board of Commissioners and the Colquitt/Miller County Fire Department, acting by and through its Governing body.

IN WITNESS WHEREOF, THE PARTIES HEREOF AND HERETO SET THEIR HANDS AND SEALS.

DECATUR COUNTY, GEORGIA

COLQUITT/MILLER COUNTY FIRE DEPARTMENT

*Charlie McCann*

4-26-2022

Charlie McCann, Fire Chief

Date

\_\_\_\_\_

Craig Tully, Fire Chief

Date

*Pete Stephens*

4-26-2022

Chairman of the Board

Date

\_\_\_\_\_

Mayor/Chairman of the Board

Date

*"To Save Lives and Protect Property"*

MUTUAL AID AGREEMENT FOR FIRE SERVICE BETWEEN  
DECATUR COUNTY, GEORGIA AND THE CITY OF CHATTAHOOCHEE

THIS AGREEMENT is for mutual fire-fighting aid between DECATUR COUNTY, GEORGIA and the CITY OF CHATTAHOOCHEE, FLORIDA.

The County for Decatur (County) agrees to send when needed and called for by the Mayor, City Manager, or chief fire suppression officer of the City of Chattahoochee in cases of dire fire emergency and when it can do so without jeopardizing the fire defenses of the County, one fire apparatus with enough personnel to operate said fire apparatus to any dire fire emergency within the corporate limits of the City of Chattahoochee, Florida.

IN CONSIDERATION of the above, the City of Chattahoochee, Florida agrees to send whenever needed and called for by the Chairman of Decatur County Board of Commissioners, County Administrator or chief fire suppression officer of the County in case of a dire fire emergency in the County, when it can do so without jeopardizing the fire defenses of the City of Chattahoochee, Florida one fire apparatus with enough personnel to operate said fire apparatus to any dire fire emergency within the County.

The City and/or the County that has jurisdiction where the fire occurs shall be in command at the fire. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. No party shall be reimbursed by any other party for any cost incurred pursuant to this agreement. All equipment furnished by either party in carrying out this agreement will at the time of action hereunder be the property of that party, and all personnel acting for either party under this agreement will be at the time of such action an employee or volunteer member of that City's or County's fire service.

THIS AGREEMENT may be cancelled by either party upon thirty days written notice to the other party.

CITY OF CHATTAHOOCHEE, FL.

DECATUR COUNTY, GEORGIA

By: \_\_\_\_\_  
Mayor

By: Pete Slegder  
Chairman, Board of Commissioners

Confirmed by City Council  
On this \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

Confirmed by Board of Commissioners on  
26<sup>th</sup> day of April,  
2022.

**ADOPTION AGREEMENT AMENDMENT #1 TO  
ACCG 457(b) DEFERRED COMPENSATION PLAN FOR DECATUR  
COUNTY EMPLOYEES**

This Amendment is made and entered into by Decatur County, Georgia ("the Employer"), by and through the Decatur County Board of Commissioners.

**WITNESSETH:**

**WHEREAS**, the Employer maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Decatur County Employees (the "Plan") for the benefit of its eligible employees;

**WHEREAS**, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

**WHEREAS**, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of its Adoption Agreement; and

**WHEREAS**, the Employer desires to amend its Adoption Agreement to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

**NOW, THEREFORE**, the Employer hereby amends the Adoption Agreement as follows:

1. Adoption Agreement Section 3.02, Participant Contributions, is amended in its entirety to read as follows:

**Section 3.02 PARTICIPANT CONTRIBUTIONS**

**Roth Contributions**

Permitted

Not Permitted

Amendment Effective Date:

Upon Board Approval

**IN WITNESS WHEREOF**, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

**DECATUR COUNTY BOARD OF COMMISSIONERS**

By: Pete Steyden

Title: Chairman

Date: 4-26-2022



**RESOLUTION TO AMEND  
THE ACCG 457(b) DEFERRED COMPENSATION PLAN  
FOR DECATUR COUNTY EMPLOYEES**

**WHEREAS**, Decatur County, Georgia (the "Employer"), by and through the Decatur County Board of Commissioners, maintains the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Decatur County Employees (the "Plan") for the benefit of its eligible employees;

**WHEREAS**, the Employer adopted the Plan through an Adoption Agreement which was most recently effective January 1, 2013;

**WHEREAS**, Section 11.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

**WHEREAS**, the Employer desires to amend its Adoption Agreement, effective upon Board approval, to permit Plan participants to make Roth contributions to the Plan, in accordance with and subject to the applicable terms of the Plan.

**NOW THEREFORE**, the Decatur County Board of Commissioners hereby resolves as follows:

**RESOLVED**, that the Decatur County Board of Commissioners hereby approves the attached Adoption Agreement Amendment #1 to the Association County Commissioners of Georgia 457(b) Deferred Compensation Plan for Decatur County Employees;

**FURTHER RESOLVED**, that the Board is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED**, that any resolution in conflict with this resolution is hereby repealed.

This 26<sup>th</sup> day of April, 2022.

**DECATUR COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

*Pete Slyter*  
Decatur County Chairman

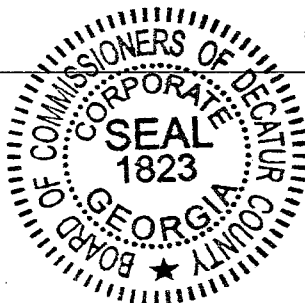
Date: 4-26-2022

Attest:

By: \_\_\_\_\_

*Michelle B. West*  
County Clerk

Date: 4-26-2022





# Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

4/15/2022

## E & R / NOD - Mobile Home Tax Digest

### 2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
105 16A	Brown Janie L	\$ 21,965.00	\$ -	Delete 2022 mobile home tax bill. Owner applied for homestead for 2022 tax year.
100 6	Crawford Phylis Olivia	\$ 56,937.00	\$ -	Delete 2022 mobile home tax bill. Owner applied for homestead for 2022 tax year. Refund \$675.18.
62A 53	Sanders Perry	\$ 20,908.00	\$ -	Delete 2022 Mobile home tax bill. Mobile home is being homestead for 2022 tax year.
74A 147	Williams Shalisa Lynetta	\$ 12,141.00	\$ -	Delete 2022 mobile home tax bill. Mobile home is now in Mitchell county. Owner was billed in Mitchell County.

## E & R / NOD - Mobile Home Digest

### 2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
74A 147	Williams Shalisa Lynetta	\$ 12,141.00	\$ -	Mobile home is in Mitchell County and owner was billed in Mitchell County in 2021. Owner needs a refund for 2021 tax year. Refund \$151.68.

## E & R / NOD - Property Tax Digest

### 2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
P 25	BellSouth Telecom Inc	\$ 69.00	\$ -	No longer any property located in Distric 1. Refund \$.86.

# E & R / NOD - Property Tax Digest

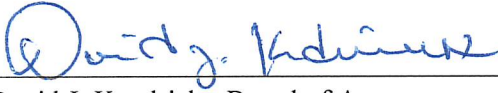
## 2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
P 25	Bellsouth Telcom Inc	\$ 69.00	\$ -	No longer any property located in District 1.
13 9	Dean Steve P	\$ 878,324.00	\$ 878,324.00	Conservation use covenant breach, \$71,917.15. Sold 10.71 Acre to Tri-State Solar LLC in 2021.

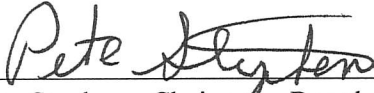
\$ 1,002,554.00 \$ 878,324.00



Mark Harrell - Tax Commissioner



David J. Kendrick - Board of Assessors



Pete Stephens, Chairman - Board of Commissioners