# **MINUTES**

# **DECATUR COUNTY BOARD OF COMMISSIONERS**

# COMMISSIONERS' BOARD ROOM

# TUESDAY, APRIL 28, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GREG MURRAY, AND SIEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE K1RBO, COUNTY CLERK BEVERLY KING AND NEWS REPORTER POWELL COBB.

# **INVOCATION AND PLEDGE OF ALLEGIANCE**

Chairman Pete Stephens called the regular scheduled meeting to order at 7:00 p.m. After the call to order, Vice Chairman Dennis 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. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

# SPECIAL PRESENTATIONS

There were no Special Presentations.

# **PUBLIC PARTICIPATION**

There was no Public Participation.

#### **APPROVE MINUTES**

Commissioner Murray made a motion to approve the minutes of the Commissioners' Meeting held March 10, 2020 as presented. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

# **OLD BUSINESS**

Consider Proposed Road Closure -Portion of Old Faceville Road. Chairman Stephens recognized County Administrator Alan Thomas. County Administrator Thomas stated that at the last meeting, he presented a letter from Mr. Greg Smith who represents the clients of James and Gail Brown along with a map that shows the portion of Old Faceville Road that they are requesting to close. County Administrator Thomas stated that it was on the agenda at the last meeting for informational purposes only. County Administrator Thomas stated at the last meeting a Georgia Power representative was present and stated that he thought there were utilities down that road way, so that would be an issue to take into consideration. County Administrator Thomas stated if this request is approved, it would also create a dead-end situation as well. County Administrator Thomas submitted this request to the Board for their consideration. Commissioner Davis made a motion to discuss the proposed road closure. Commissioner Murray seconded the motion. A vote was taken and unanimously approved. The Commissioners discussed several issues with closing this portion of Old Faceville Road. Chairman Stephens pointed out an issue with having to still maintain the road. After a brief discussion, Commissioner Davis made a motion to not move forward with the procedures to close this portion of Old Faceville Road. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

# **NEW BUSINESS**

Consider Approval of Proclamation — National Donate Life Month. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this is a proclamation that Ms. June Faircloth brings before the Board every year for the past several years to declare April as the National Donate Life Month County Administrator Thomas recommended the Board approve this Proclamation. Vice Chairman Brinson made a motion to approve this Proclamation. Commissioner Murray seconded the motion A vote was taken and unanimously approved.

# Ratify Resolution for Waiver of Certain Penalties and Interest by Tax Commissioner.

Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this agenda item relates to the COVID-19 situation. County Administrator Thomas stated that this resolution was requested and recommended to be approved by the Board by email last month. The Board unanimously approved this resolution to authorize the Tax Commissioner to waive certain penalties and interest. This request is to ratify that approval by the Board that was accomplished by email. Commissioner Davis made a motion to approve this request. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Ratify Executive Order – COVID-19. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this item too relates to the COVID-19 situation. County Administrator Thomas stated this was requested and recommended that the Board authorize a local state of emergency Executive Order related to the COVID-19 which was also unanimously approved by email confirmation from this Board. County Administrator Thomas recommended the Board Ratify this Executive Order. Commissioner Brock made a motion to approve this request. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Purchase of Semi-Truck – Public Works. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with a bid tabulation sheet for a semi-truck for the Public Works Department. County Administrator Thomas stated that three bids were received and opened on April 2, 2020 at 10:00 a.m. County Administrator Thomas recommended the Board approve the bid from Capital Truck in the amount of \$121,000.00 with a \$109,000.00 buy-back and a 3-year, 300,000-mile warranty. County Administrator Thomas stated this is a T-SPLOST budgeted item. Commissioner Brock made a motion to approve the bid from Capital Truck in the amount of \$121,000.00. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Request from Sheriff's Department – Disposal of Surplus Vehicles. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this is a request from the Sheriff's Department to declare three vehicles; a 2001 Chevrolet Suburban, a 1998 Mercury Grand Marquis, and a 2002 BMW 330i surplus property to be sold on Govdeals.net. County Administrator Thomas stated that these vehicles were confiscated and the proceeds from the sale should be put in the State Drug Account. County Administrator Thomas recommended the Board approve this request. Vice Chairman Brinson made a motion to approve this request. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Appointment – Decatur County Gilbert H. Gragg Library Board. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that he received a letter from Ms. Susan Whittle, Executive Director for the Decatur County Gilbert H. Gragg Library Board, stating that Ms. Dianne Washington will complete her final term on the Board June 30, 2020. County Administrator Thomas stated that Ms. Whittle requests that the Board of Commissioners appoint Julie Harris to take her place on the Library Board. If approved, Mrs. Harris' term would begin July 1, 2020 and end June 30, 2023. County Administrator Thomas recommended the Board approve this request. Commissioner Davis made a motion to appoint Mrs. Julie Harris to the Library Board. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Appointment - Decatur County Department of Family & Children Services.

Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented a letter from Ms. Jackie Bridges, the director for the Department of Family and Children Services, requesting that the Board of Commissioners reappoint Ms. Karen Malone to the Department of Family and Children Services Board to serve another term. This term will extend through June 30, 2025. County Administrator Thomas recommended the Board approve this request. Commissioner Brock made a motion to reappoint Ms. Karen Malone. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Error and Release Report from Tax Commissioner. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas presented the Board with an Errors and Reliefs report from the Tax Commissioner for their consideration of approval. Commissioner Davis made a motion to approve this report. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Auction Bids – County Attorney Bruce Kirbo. Chairman Stephens recognized County Attorney Bruce Kirbo. County Attorney Kirbo commended the Tax Assessor's office, the Tax Commissioner's office and the Administrative Office for making this an easy process. County Attorney Kirbo stated that the on-line auction was completed and approximately 85% of the properties had bids placed on them. County Attorney Kirbo stated that

he is closing the properties in batches and the first batch which consists of 38 properties is completed and these properties will be put back on the tax rolls. County Attorney Kirbo stated that the first batch took in \$78,770.00 and the second batch should bring in \$62,000.00. County Attorney Kirbo stated there was some upfront money that had to be spent for the auctioneer and for publication costs. County Attorney Kirbo requested that the Board approve these bids so that he can finalize the sale of these properties. Commissioner Davis made a motion to approve these bids. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

# **COMMISSIONERS / ADMINISTRATOR'S REMARKS**

All of the Commissioners thanked everyone for coming to the meeting and commended everyone involved with the successful process of the Decatur County Surplus Property Sale through the online auction.

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

Attest:

County Clerk



# National Donate Life Month Proclamation

# Decatur County PROCLAMATION

WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the Gift of Life; and

WHEREAS, nearly 113,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which over 4,900 reside in Georgia; and

WHEREAS, the need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 10 minutes; and

WHEREAS, the critical donor shortage remains a public health crisis as an average of 22 people die daily due to the lack of available organs; and

WHEREAS, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and

WHEREAS, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we **Decatur County** citizens can perform; and

WHEREAS, more than 4.84 million Georgians have already registered their decision to give the Gift of Life at <a href="https://www.donatelifegeorgia.org">www.donatelifegeorgia.org</a> or when getting or renewing their driver license or state identification card at a driver license office; and

WHEREAS, LifeLink® of Georgia is the non-profit, community service organization dedicated to the recovery of high-quality organs and tissues for transplantation therapy; and

WHEREAS, Decatur County supports the life-saving mission of LifeLink® of Georgia; and

NOW, THEREFORE, I, Commissioner Pete Stephens of Decatur County do hereby proclaim April 2020 as

#### DONATE LIFE MONTH

In **Decatur County**, to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at <a href="https://www.donatelifegeorgia.org">www.donatelifegeorgia.org</a>, to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation

On This day, 200 of April 2020

Pete Stephens, Chairman

A Donate Life Organization



# RESOLUTION APPROVING THE WAIVER OF CERTAIN PENALTIES AND INTEREST BY THE DECATUR COUNTY TAX COMMISSIONER

WHEREAS, on March 13, 2020, President Donald J. Trump declared a National Emergency as a result of the spread of the novel coronavirus disease known as COVID-19; and

WHEREAS, on March 14, 2020, Georgia Governor Brian P. Kemp also declared a Public Health State of Emergency due to the spread of COVID-19; and

WHEREAS, the measures implemented in response to the COVID-19 outbreak and in response to the National Emergency and Georgia Public Health State of Emergency have resulted in major disruptions to all aspects of life, including limitations on the availability of some county government services and operations, limitations on public gatherings, and self-isolation steps that have limited the ability of citizens to interact and conduct business with various county government offices; and

WHEREAS, state laws impose penalties and/or interest obligations on taxpayers who fail to make timely payments of taxes or fail to timely file certain documents, including:

- O.C.G.A. § 48-2-44(b), which provides that any person who fails to pay any ad valorem tax within 120 days of the date due shall be liable for and pay a penalty of 5% of the amount due;
- O.C.G.A. § 48-2-44(a), which provides a penalty for willful failure to file a report, return, or other information required by law, to include personal property tax returns due by April 1<sup>st</sup> of each year as set forth in O.C.G.A. § 48-5-18;
- O.C.G.A. § 48-2-40, which provides that any taxes owed to local taxing jurisdictions bear interest at the bank prime rate plus three percent, beginning on the date such taxes were due; and
- WHEREAS, O.C.G.A. § 48-5-242 authorizes the county governing authority to delegate to the county tax commissioner the authority to waive, in whole or in part, the collection of penalties and interest assessed as a result of a taxpayer's failure to comply with laws relating to ad valorem taxation, where such failure was due to reasonable cause and not due to gross or willful neglect or disregard of the law; and
- WHEREAS, the DECATUR County Board of Commissioners finds that the unique circumstances surrounding the COVID-19 National Emergency and Georgia Public Health Emergency constitute due cause for failure to timely pay taxes within the timeframe described below;
- NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of DECATUR County, Georgia hereby approves the waiver of penalties and interest on past due taxes subject to collection by the DECATUR County Tax Commissioner, as well as the waiver of

penalties for failure to file personal property tax returns, where the original deadline for payment of such taxes, or the filing of such returns, fell/falls between APRIL 1, 2020 and MAY 31, 2020.

**BE IT FURTHER RESOLVED,** that the authority to make the final determinations as to which properties and taxpayers are entitled to the waivers described above is hereby delegated to the DECATUR County Tax Commissioner.

**BE IT FURTHER RESOLVED,** that the waiver of penalties and interest pursuant to this Resolution shall be valid through and including MAY 31, 2020, beginning on which date penalties and interest shall accrue and be payable on any unpaid balance then due and owing.

**BE IT FURTHER RESOLVED,** that this Resolution shall become effective when passed and adopted, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed.

**PASSED AND ADOPTED** by the Board of Commissioners of DECATUR County, Georgia, this day  $24^{th}$  of March, 2020.

Chairman

Decatur County Board of Commissioners

ATTEST:

#### STATE OF GEORGIA

#### PROPERTY AGREEMENT

# **COUNTY OF: DECATUR**

THIS AGREEMENT made and entered into this 1st day of July, Two Thousand Twenty

By and between Decatur County Board of Commissioners whose address is, P. O. Box 726

Bainbridge, Georgia 39818, party of the first part, hereinafter called Landlord, and the

Georgia Pines Community Service Board whose address is 1102-H Smith Avenue, Thomasville

Georgia 31792 a party of the second part hereinafter called Tenant.

#### WITNESSETH:

#### **ARTICLE I**

#### **USE OF PREMISES**

The Landlord, in consideration of the services provided in Decatur County by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise and services provided, upon the terms and conditions herein stated, unto the Tenant those certain premises situated in *Decatur* County, Georgia, and more particularly described as follows, to wit:

Decatur Seminole Service Center facility located at 333 Airport Road, Bainbridge, Georgia Decatur County Mental Health facility located at 1005 Washington Street, Bainbridge, Georgia

together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and there from at all times. The Tenant does hereby this day take for use in order to provide services in Decatur County, provision from the Landlord, upon the terms and conditions herein stated, for the use of functions and facilities, those certain premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and there from at all times.

#### ARTICLE II

#### **TERM**

This agreement shall be for a term of *twelve months*, commencing on the 1st *day of July, 2020*, and ending at 12:00 o'clock midnight on the *30th day of June, 2021*, unless terminated beforehand as hereinafter provided.

#### ARTICLE III

# SERVICE PROVISION

The Tenant agrees to provide multiple services, as defined by State guidelines, to citizens of Decatur County suffering from the effects of Mental Health, Developmental Disabilities, and Addictive Diseases at the above-stated address, or at such address or addresses.

#### ARTICLE IV

#### INDEMNIFICATION

The Tenant will indemnify, hold harmless, and defend Decatur County Board of Commissioners, it members, managers, officers, and agents from and against any and all liabilities, losses, damages, claims, causes of actions and expenses (including reasonable attorney's fees and expenses), to the extent not covered by insurance, caused, directly or indirectly, by or as a result of: (i) any negligent or intentional acts or omissions of Tenant or its employees or agents, including, without limitation, any such acts or omissions that occurred prior to this agreement or (ii) any breach of this agreement by the tenant.

It is also agreed that:

The Landlord will indemnify, hold harmless, and defend Georgia Pines Community Service Board, it members, managers, officers, and agents from and against any and all liabilities, losses, damages, claims, causes of actions and expenses (including reasonable attorney's fees and expenses), to the extent not covered by insurance, caused, directly or indirectly, by or as a result of: (i) any negligent or intentional acts or omissions of the Landlord or its employees or agents, including, without limitation, any such acts or omissions that occurred prior to this agreement or (ii) any breach of this agreement by the Landlord.

#### **ARTICLE IV**

#### OPTION TO RENEW OR EXTEND TERM

The Landlord, in consideration of the premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this agreement does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending this agreement at the expiration of the aforementioned term on a year to year basis for *One* (1) consecutive year. Said renewal or extension shall be upon the same terms, conditions, covenants, provisions, stipulations and agreements as herein set forth and herein stipulated; provided, however, that notice of Tenant's desire to exercise such option shall be given to the Landlord at least sixty (60) days prior to the expiration date of the original term of this agreement or of any renewal or extension term thereof. It is further provided that this option may be exercised by the Tenant only in the event all service provisions have been within the defined parameters of State Requirement, that all covenants, agreements, provisions, stipulations, terms and conditions of this agreement on the part of the Tenant to be performed, kept and observed, have been fully and faithfully performed, kept and observed.

#### ARTICLE V

#### **STIPULATIONS**

The following stipulations, provisions, covenants, agreements, terms and conditions, marked Exhibit "A" and attached to this property agreement, are expressly understood and are mutually agreed to by the parties hereto. The said stipulations, provisions, covenants, agreements, terms and conditions attached hereto and marked Exhibit "A", are hereby incorporated herein and made a part of Article V of this property agreement by reference.

During the term of this agreement, either party can terminate this lease agreement without cause upon giving the other party a sixty (60) day written advance notice.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed, signed, and delivered this agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

SIGNED, SEALED, AND DELIVERED As to Landlord, in the presence of:

Decatur County Board of Commissioners

(Seal)

(Seal)

Georgia Pines Community Service Board
(Name of Tenant)

BY:

Robert J. Hurn, Executive Director

# EXHIBIT "A" STIPULATIONS, PROVISIONS, COVENANTS, AGREEMENTS TERMS AND CONDITIONS OF PROPERTY AGREEMENT:

# 1. Purpose of Paragraph Identification References

The brief, captioned, paragraph-identification references which appear in the left hand margin of this Exhibit A are for the purpose of convenience only and shall be completely disregarded in construing this property agreement.

# 2. Definitions

- A. The word "Landlord" as used in this property agreement shall be construed to mean landlords in all cases where there be more than one Landlord, and the necessary changes required to make the provisions hereof apply either to male or female, corporation, partnership, government entity or individuals, shall in all cases be assumed as though in each case fully expressed.
- B. The word "Premises" as used in this property agreement shall include not only the particularly above described property but also the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.
- C. Any and all references to the "Term" of the agreement contained within this property agreement shall include not only the original term but also any renewal or extension of the original term.

# 3. Time is of Essence

All time limits stated in this property agreement are of the essence of this agreement.

# 4. Service of Notice

All notices, statements, demands, requests, consents, approvals, authorizations, hereunder given by either party to the other shall be in writing and addressed as follows: To Tenant, at the address shown for the premises rented herein, and to Landlord, the same shall be sent to the address stated above or at such other addresses Landlord may from time to time designate by notice to Tenant.

# 5. Covenant of Title, Quiet Enjoyment

Landlord covenants that he is seized of the said demised premises in fee simple absolute. Landlord agrees that the Tenant, providing services and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises, with and all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy said premises, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this agreement may be immediately cancelled and terminated at the option of the Tenant by giving the Landlord notice thereof.

# 6. Notice of Appointment of Agent

Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the demised premises until notice of the appointment and the extent of the authority of such agent shall be given to the Tenant by the party appointing such agent.

#### 7. Change in Ownership of Premises

No change or division in the ownership of the rented premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in ownership shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated within instrument, evidencing such change or division in ownership.

# 8. Binding Effect on Heirs, Assigns, Ect.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this property agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legalees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the premises aforesaid during the term of this property agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legalees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

# 9. Landlord's Failure to Deliver Premises at Commencement of Term

Should the Landlord, for any reason whatever, be unable to deliver possession of the said property premises to the Tenant at the commencement of said term as hereinbefore specified, this agreement may be immediately cancelled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Shall the Tenant elect not to exercise the afore stated option then it is agreed by the parties hereto that there shall be a total abatement of service provision during the period between the commencement of said term and the time the Landlord delivers possession of the premises to the Tenant.

#### 10. Destruction of or Damage to Premises

In the event the said demised premises, either prior to the commencement date of this property agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Tenant, and if said premises shall not thereafter be repaired by the Landlord at his expense with reasonable promptness and dispatch, this property agreement may be immediately cancelled and terminated at the option of the Tenant by giving the Landlord notice thereof, and service provision shall be provided only to the date of such damage. Shall said premises, either prior to the commencement date of this property agreement or during the term thereof, be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Tenant, then the Landlord agrees that the premises at the Landlord's expense and with reasonable dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the premises there shall be a fair abatement service provision during the time such repairs or rebuilding are being made. Such proportionate reduction of services to be based upon the extent to which the making of such repairs or rebuilding is being made. Such proportionate reduction of services to be based upon

the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Tenant in said premises. Full property shall again commence after completion of the repairs and restoration of the premises by the Landlord. In connection with the foregoing, it is agreed by the parties hereto that the Tenant's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy by the Tenant.

# 11. Insurance

Landlord shall and will, at his own cost and expense during the term of this property agreement, keep the premises insured against loss or damage by fire and other casualties, for not less than the amount the premises were last assessed for the purpose of taxation. Said insurance shall be placed with solvent, incorporated insurance companies licensed to do business in the State of Georgia.

# 12 Us of Premises and Insurance Requirements

Tenant shall not use said premises for any purpose other than *said Service Center* functions and facilities for which the said premises are hereby secured and no use shall be made of said premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the said premises. The Tenant further agrees not to sell, or permit to be kept for use, in or about said premises, any article or articles which may be prohibited by the standard form of fire insurance policies.

# 13. Cancellation of Property Agreement by Landlord

Shall the Tenant at any time be in default in the provision of services, or in the performance of any of the stipulations, covenants, terms, conditions, agreements, or provisions of this property agreement, and fail to remedy such default within forty-five (45) days after receipt of notice thereof from the Landlord; it shall be lawful for the Landlord to enter and repossess said premises, expel and remove the Tenant and its effects there from.

# 14. Holding Over

Any holding over, or continued use and/or occupancy by the Tenant, of the premises after the expiration of this property agreement shall operate and be construed as a tenancy at will with the same service provision criteria set out above and under the same terms and conditions in force at the expiration of the agreement.

#### 15. Condemnation

In the event, during the term of this property agreement, the whole or any part of the premises shall be appropriated or taken by any State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such, power under the threat of its exercise, or if by reason of law ordinance or by court decree, whether by consent or otherwise, the use of the premises by the Tenant for the purposes herein above referred to shall be prohibited; the Tenant shall have the right to terminate this property agreement upon notice to the Landlord and the services provided only to the time when the Tenant surrenders possession of the premises. When only a portion of the demised premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this property agreement at the time a portion of the demised premises must be surrendered or whether it will remain in the demised premises with remaining monthly service provision reduced To exercise this election, the Tenant must notify the Landlord within forty-five (45) days after it is ultimately determined

what portion of the premises will be taken under such proceeding. The rights of the Landlord shall in no way prejudice or interfere with any claim which the Tenant may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise or destruction of or interference with the operations of the Tenant in the demised premises.

# 16. Rubbish Removed

Tenant shall keep the premises clean, both inside and outside, at his own expense, and shall see that all ashes, garbage, trash, excelsior, and all other refuse is removed from the said premises.

# 17. Repairs by Landlord

During the term of this property agreement, Landlord shall, at his sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing demised premises together with any improvements or additions the Landlord might install in or place upon the demised premises in the course of the term of this property agreement. Landlord agrees that any services, replacement, or repairs by the Tenant, to the existing premises or to any improvements or additions made by the Landlord, shall not be construed as a waiver by the Tenant of this provision. In the event that Tenant constructs or erects any additions and/or improvements in or on the demised premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair. Landlord will, at Tenant's expense, repair any damages caused by the Tenant and/or Client of the Tenant. Listed below is a 6 tiered priority ranking scheme for conditions associated with repairs to individual structures:

- P6. Emergency. Safety of life or property threatened; immediate mission impact; loss of utilities. Begin immediately; divert resources as necessary; overtime may be authorized.-immediate response time (within 30 minutes).
- P5. Urgent. Maintenance or repair work required for continued facility operation; should be completed to ensure continuous operation of the facility and to restore healthful environment. Not a life-threatening emergency. Respond upon completion of current work but within a specified period of time (specified by local Center, such as same day or within 4 hours).
- P4. High Priority. Work that is to support the mission on a priority basis or to meet project deadlines. Complete in order of receipt with mission work taking priority. Response time: 48 Hours.
- P3. Medium Priority (Routine). The facilities maintenance work can be scheduled routinely within the capability of the facilities maintenance organization. Facilities work is subject to availability of resources, and may be consolidated by facility or zone or as directed to obtain efficiency of operation. Response time: One week.
- P2. Low Priority (Discretionary). Work that is desired but not essential to protect, preserve, or restore facilities and equipment; typically, new work that is not tied to a specific mission milestone. Response time: Two weeks.
- PI. No Priority (Deferral). Work that may be safely, operationally, and economically postponed. The work should be done, but cannot be scheduled because of higher priority work, funds shortage, work site access, or conditions outside the control of the maintenance organization. The work may be reclassified if conditions permit.

# 18. Entry for Inspection and Repairs, Alterations, or Additions

Tenant shall permit Landlord, his agents or employees, to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of Alterations of the premises.

#### 19. Janitorial Services

Tenant shall be responsible for janitorial services for general cleaning of the premises. Tenant shall use care to select honest and efficient employees.

# 20. Utilities

Tenant shall furnish all water, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used while occupying the said premises. In the event of interruption in the water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same within reasonable parameters of Landlords responsibilities.

# 21. Notice to Landlord of Damage or Defects

Tenant shall give to the Landlord prompt written notice of any accident to or any defects in the said premises and such damage or defects shall be remedied with due diligence by the Landlord at his own expense.

#### 22. Termites, Rodents, and Pests

Landlord shall, at his own expense, keep the demised premises free from infestation by rodents and other pests (excluding termites) and shall repair all damage caused to the demised premises by the same during the term of this property agreement.

## 23. Removal of Improvements, Erections, and Additions by Tenant

With the express consent of the Landlord first having been had and obtained the Tenant may make, at its own expense, such improvements, erections and alterations as are necessary to adapt the premises for the conduct of the Tenant's business. All improvements, erections and additions installed in or placed upon the demised premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant, and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this agreement. If the Tenant removes any or all of the improvements, erections and additions it has installed in or placed upon the demised premises, the Tenant agrees to repair any specific damage directly resulting to the premises from such removal.

# 24. Removal of Fixtures by Tenant

At any time before the expiration or termination of this agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances and movable furniture which it has placed in or upon the demised premises.

# 25. Waiver of Right

The waiver by Landlord, or by the Tenant, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

#### 26. Entry for Carding, Etc.

In the event the Tenant does not exercise the renewal or extension option provided above, then it is agreed that the Landlord may, within sixty (60) days next preceding the expiration of the term of this agreement, card premises advertising the said premises "For Sale" or "For Rent." Landlord may enter the premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

# 27. Abandon Premises

During the term of this agreement, either party can terminate this lease agreement upon giving the other party a 60 day written advance notice.

# 28. Waste and Nuisance

Tenant shall not commit, or suffer to be committed any waste upon the said premises, or any nuisance, or other act or thing which may disturb the enjoyment of any other Tenant, if there be any, in the building in which demised premises may be located.

# 29. Assignment and Subletting

Tenant shall not assign this property agreement, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said premises, or any portion thereof, without the consent of Landlord first having been obtained. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, on forty-five (45) days notice to Tenant, terminate this property agreement. Consent to one assignment and/or subletting shall not destroy this provision, and all later assignments and/or subletting shall not destroy this provision, and all later assignments and/or sub-lettings shall likewise be made only on prior consent of Landlord.

# 30. Effect on Assignment and Subletting when Tenant Surrenders Property

The voluntary or other surrender of this property agreement by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sublets or sub tenancies, or may, at the option of Landlord, operate as an assignment to him of any or all such sublets or sub tenancies.

# 31. Surrender of Premises

Tenant shall at the termination of this agreement surrender up said rented premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Landlord excepted.

#### 32. Invalidity of Provision

Shall any provision or portion of such provision of said property agreement be held invalid, the remainder of this said property agreement or the remainder of such provision shall not be affected thereby.

#### 33. Availability of Funds

This property agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this property agreement implements, to be the finally determined by Tenant.

# 34. Further Special Stipulations

Insofar as the following special stipulations conflict with any of the foregoing stipulations, provisions, terms, conditions, covenants and agreements, the following shall control:

- Modifications as required by State and/or Local Fire and Sanitation regulations will be made by the Landlord.
- Tenant will provide employee liability and contents insurance.

# 35. Entire Agreement

This property agreement sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the demised premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this property agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this property agreement.

# **36. HIPPA**

In order to comply with federally mandated privacy policies outlined in the Health Insurance Portability and Accountability Act (HIPAA), the Landlord agrees to abide by the terms outlined in the Business Associate agreement attached to this contract, and will return a signed copy of said agreement to the Tenant.

#### 37. Emergency Contact

In order to insure a safe environment is maintained and/or in case of an emergency at the facility/home referenced in this Lease Agreement a Contact person and current phone number is:

Name of Primary Contact Person _	Alaw Thomas
Contact Number (phone)	229-248-3030
Name of Secondary Contact Person	Beverly King
Contact Number (phone)	229-248-3030

Should this information change at any time during the life of this lease, you agree to notify Georgia Pines CSB.

# Business Associate Agreement with Non-Health Care Agencies

Decatur County Board of Commissioners; whose mailing address is Post Office Box 735, Bainbridge, Georgia 31717(hereinafter BUSINESS ASSOCIATE) and Georgia Pines Community MH/DD/AD Services, 1102-H Smith Avenue, Thomasville, Georgia 31792 (hereinafter CUSTOMER) agree to the following items:

- Business Associate performs services for Customer that may cause the Business Associate to enter the Customer's location. There may be circumstances in which the Business Associate inadvertently sees or hears health information about a consumer of the Customer's. In addition, certain Business Associates may be given information about consumers such as a name of a consumer(s), etc. which also are protected health information.
- The Health Insurance Portability and Accountability Act (HIPAA) protects the confidentiality and privacy of health information for all individuals.
- Therefore, the Business Associate agrees to keep any health information it may learn about any consumer of the Customer confidential and not to disclose information to any source. The Business Associate further agrees to report immediately to the site supervisor any circumstances which allowed for health information to be learned so that corrective action can be taken by the Customer.
- Business Associate understands that disclosure of the protected health information (PHI) of another individual is a federal offense. Business Associate agrees to hold harmless Customer, its Board of Directors, officers, agents, employees, and personnel against any and all claims or liability that may result from the Business Associate's breach of its duties of confidentiality as outlined in this Agreement. This indemnification includes reasonable expenses, including attorney's fees defending claims, incurred by Customer in prosecution for the breach of this Agreement.
- Business Associate will ensure that any and all of its' personnel are informed of the requirements of
  this Agreement, and understands that the Business Associate and any of its' personnel involved may
  be jointly held liable for breaches of confidentiality.

IT IS SO AGREED:

By: Business Associate	By: Customer
Name of Business: Decatur County Board of Commissioners	Georgia Pines Community Service Board
Date:5- 12-2020	Date: 5-5-2020
By (Signature): Put Syphon	By (Signature):
Printed Name: PETE SLEPHEWS	Printed Name: Robert J. Hurn
Title: Chairman	Title: Executive Director



Mental Health, Developmental Disabilities and Addictive Diseases Services

1102 Smith Avenue Thomasville, GA 31792 Phone (229) 225-4335

Fax (229) 225-4374

# **MEMORANDUM**

TO:

Decatur County Board of Commissioners

P. O. Box 726

Bainbridge, Georgia 39818

FROM:

Jill Baggett, Administrative Assistant

DATE:

May 6, 2020

RE:

Property Agreement for FY21

Enclosed please find two originals of our Property Agreement for the two facilities located at 333 Airport Road and 1005 Washington Street, Bainbridge, Georgia. The Agreement is for July 1, 2020 through June 30, 2021 (FY21). Please sign both originals as indicated and return one in the enclosed envelope. The other original is for your file.

Note that Item #37 on page 10 requesting information from you along with page 11, the Business Associate Agreement, must be completed.

I can be reached at (229) 225-4373 should you have questions.

Thank you.

Enclosure



# **COMMISSIONERS OF DECATUR COUNTY**

P.O. Box 726

Bainbridge, Georgia 39818-0726

229-248-3030 Fax 246-2062

EXTENSION: EXECUTIVE ORDER OF THE DECATUR COUNTY BOARD OF COMMISSIONERS

WHEREAS, the respiratory disease caused by the novel coronavirus, known as "COVID-19" is an infectious virus that can spread from person-to-person and can result in serious illness or death; and

WHEREAS, the World Health Organization ("WHO") has classified the coronavirus as a pandemic; and

WHEREAS, on March 13, 2020, President Donald Trump declared the outbreak of COVID-19 a national emergency; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has noted that COVID-19 is proliferating via "community spread," meaning people have contracted the virus in areas of Georgia as a result of direct or indirect contact with infected persons, including some who are not sure how or where they became infected; and

WHEREAS, on March 23, 2020, the Georgia Department of Public Health confirmed Georgia now has a total of 772 cases of COVID-19 and 25 related deaths from COVID-19; and

WHEREAS, COVID-19 has caused or contributed to numerous deaths in the Southwest Georgia area and numerous persons having been infected with the virus, some of which appears to have been caused by people attending public gatherings where people either carrying the virus or already infected by the virus were in attendance; and

WHEREAS, social distancing is recommended by the CDC to prevent the continued spreading of the illness in the community; and

WHEREAS, the CDC expects that additional cases of COVID-19 will be identified in the coming days, including more cases in the United States, and the person-to-person spread is likely to continue to occur; and

WHEREAS, if COVID-19 spreads into Decatur County at a rate comparable to the rate of spread in other affected areas in Southwest Georgia, it may greatly strain the resources and

capabilities of county and municipal governments, including public health agencies, that provide essential services for containing and mitigating the spread of contagious diseases, such as COVID-19; and

WHEREAS, it is deemed appropriate by the Chair of the Decatur County Board of Commissioners, with advice from the Decatur County Emergency Management Agency, there exists emergency circumstances located in Decatur County requiring extraordinary and immediate corrective actions for the protection of the health, safety, and welfare of the Decatur County residents and visitors to ensure COVID-19 remains controlled throughout Decatur County.

# NOW THEREFORE, BE IT PROCLAIMED AND ORDERED BY THE DECATUR COUNTY BOARD OF COMMISSIONERS UNDER THE AUTHORITY OF THE GEORGIA EMERGENCY MANAGEMENT ACT OF 1981:

- 1. A Local State of Emergency related to the COVID-19 Virus in Decatur County.
- 2. That the Public Health Emergency shall commence effective 8:00 a.m. on Wednesday, March 25, 2020, and concluding on Monday, April 24, 2020 at 7:00 a.m., unless revoked or continued or renewed by further Executive Order.
- 3. During the course of the Public Health Emergency, the following shall be applicable:
  - a. Public or private gatherings of more than ten (10) persons are prohibited anywhere in Decatur County for the duration of this Executive Order. For the purposes of this Order, a "gathering" is any indoor or outdoor event or convening, subject to the exceptions and clarifications below, which brings together or is likely to bring together, more than ten (10) persons at the same time in a single room, such as an auditorium, stadium (indoor or outdoor), tent, arena, event center, music venue, meeting hall, conference center, large cafeteria, or any other indoor or outdoor space.
  - b. For purposes of clarity, a "Community Gathering" does not include the following, or other similar uses, so long as persons attending the Community Gathering are generally not within six (6) feet of one another for extended periods:
    - i. Office space, public and private schools, child-care facilities;
    - ii. Grocery stores or other retail establishments where large numbers of people are present, but it is unusual for them to be within six (6) feet of one another for extended periods; or
    - iii. Medical facilities.
- 4. Voluntary Shelter in Place: Beginning Wednesday, March 25, 2020 at 8:00 a.m. and concluding on Monday, April 24, 2020 at 7:00 a.m. unless otherwise extended, a voluntary shelter in place policy is hereby implemented requesting that individuals not

loiter, wander, stroll, or play in any public place within the territorial limits of Decatur County.

- a. Provided, however, the provisions of the section shall not apply in the following instances:
  - i. When a person is on an emergency errand.
  - ii. When it is necessary to obtain services or supplies for themselves and their family or household members, or to deliver those services or supplies to others.
  - iii. When a person is traveling to, or returning home from, lawful employment or otherwise engaged in lawful employment that makes it necessary to be in above referenced places during the prescribed period of time;
  - iv. When a person is engaged in intrastate vehicular travel through Decatur County;
  - v. When a person is engaging in an outdoor activity such as walking, hiking, running, bicycling, etc. for recreational or fitness purposes;
  - vi. When a person is seeking medical care;
  - vii. When a person is attending to essential business.
- b. For purposes of this Order, all first responders, emergency management personnel, court personnel, law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order. Further, nothing in this Order shall prohibit any individual from performing or accessing "Essential Governmental Functions" as determined by the governmental entity performing those functions. All Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements as defined in this Section, to the extent possible.
- c. For purposes of this Order, "Social Distancing Requirements" includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes with a tissue, regularly cleaning high-touch surfaces, and not shaking hands.
- 5. Any violation of this Order shall be deemed a misdemeanor and the Sheriff of Decatur County or his lawful deputies shall be authorized to enforce this order.
- 6. This Executive Order is authorized pursuant to O.C.G.A. §38-3-28 (a) and the Code of Ordinances of Decatur County and shall be effective commencing at 8:00 a.m. on Wednesday, March 25, 2020 and shall continue until 8:00 a.m. on Monday, April 24, 2020, subject to this Executive Order being continued, renewed or amended by a subsequent Executive Order or the Declaration of Emergency signed by the Chairman of the Board of Commissioners of Decatur County is terminated.

SO ORDERED, this 26th day of March, 2020 at 1:00 p.m.

Pete Stephens, Charman Decatur County Board of Commissioners



# DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St Bainbridge, GA 39818 Phone: 248-3021 / Fax: 248-2110

100% Value | 100% Value |

4/9/2020

# E & R / NOD - Mobile Home Tax Digest

# 2019 Digest Year

Map & Parcel Name		From	То	Memo
AT01 52	Boyett, H E	\$ 4,160.00	\$ -	Delete MH tax bill for 2019 MH destroyed in Hurricane Oct 201
2020 Dige	est Year			
		100% Value	100% Value	
Map & Parcel	Name	From	To	Memo
2 9	Bridges, John	\$ 4,760.00	\$ -	MH torn down & removed. Delete from 2020 digest
62A 82	Bostick, Ann Patrice	\$ -	\$ 5,077.00	
AT01 52	Boyett, H E	\$ 4,160.00	\$ -	Delete 2020 MH tax Bill Destroyed in Hurricane Oct. 2018
62A 4	Boyett, James Paxton	\$ 10,296.00	\$ -	Delete 2020 MH moved to Seminole County
B29 95	Christmas, Ricky	\$ 762.00	\$ -	Delete 2020 MH tax bill applied for Homestead
62 56 F	Cogland, George H	\$ -	\$ 6,209.00	Removed Homestead
63 2 P	Cook, Gerald L	\$ 2,701.00	\$ -	Delete 2020 MH Tax bill. MH torn down 2019
AT01 153	Cooper, Annie Reese	\$ 90,069.00	\$ -	Delete MH tax Bill. Homestead MH for 2020 Tax Year
63A 19	Crews, Donald D	\$ 6,256.00	\$ -	Delete 2020 MH tax Bill destroyed in Hurricane Torn Down
89 39	Cunningham, Patricia N & James P	\$ 50,260.00	\$ 26,100.00	
64 28 E	Eady, Jerry & Jessie W	\$ 21,644.00	\$ -	Delete 2020 MH tax bill. Homestead for 2020 tax year
102 30 E	Ferguson, Linda Mae	\$ 6,479.00	\$ -	Delete 2020 MH tax bill, Homestead for 2020 tax year
63 2 Q	Funck, Ronald D	\$ 790.00	\$ -	MH destroyed in 2018 storm
11 30	Glenn, Willie Mae	\$ 4,009.00	\$ -	Storm damaged-torn down by Owner
CL02 27	Harrison, Ennis Michael & Amy	\$ 7,490.00	\$ 59,644.00	
28A 52	Jeter, Jacob Gregory	\$ 24,490.00	\$ -	MH demolished January 2019. Delete 2020 MH tax bill
16B 69 B	Jones Mobile Home Sales Inc	\$ 13,591.00	\$ -	Delete 2020 MH tax bill turned in on Dealer Inventory
B3 1	Jones Mobile Home Sales Inc	\$ 22,653.00	\$ -	MH sold in 2019 located in Lowndes county now
40 6	Laslie, Winton Charles	\$ 60,542.00	\$ 54,042.00	NADA Value Table Updated
40 6 B	Laslie, Winton Charles & Karen	\$ 60,542.00	\$ 54,042.00	NADA Value Table Updated
B10 87	Lively, Charles Wesley Jr	\$ 8,997.00	\$ -	Delete 2020 MH tax bill. Homestead for 2020 tax year
90 21 A	Lodman, Cassandra L	\$ 5,100.00	\$ -	MH destroyed by storm 2018 Refund \$70.07
16B 90	Love, Dennis Clayton & Nancy J	\$ 30,820.00	-	Delete 2020 MH tax bill. Homestead for 2020 tax year
FA02 16	McSmith, Robert L & Janet	\$ 1,024.00	\$ -	Delete 2020 MH tax bill. MH burn down by Fire Dept.
62 30	Merritt, Phillip G & Joe Ann	\$ 5,080.00	\$ -	Delete MH - Permit # 19DC-OT297
63A 23	Miller, William G	\$ 5,534.00	\$ -	MH torn down by owner, Permit # 19DC-OT284
14 19 D	Miller, Willis Banks	\$ 38,731.00	\$ 38,731.00	MH purchased in 2019 send owner a 2020 tax bill
14 19 F	Miller, Willis Banks	\$ 11,570.00	\$ 11,570.00	MH purchased in 2019 send owner a 2020 tax bill
14 19 E	Miller, Willis Banks	\$ 15,011.00	\$ 15,011.00	<u> </u>
14 19 E	Miller, Willis Banks	\$ 2,619.00	\$ -	Delete 2020 MH tax bill. Torn down in 2019 Replaced W/Another MH
62 116 C	Mitchell, Angela Diane	\$ 1,029.00	\$ -	Delete 2020 MH tax bill MH demolished July 2019
8 23	Moore, Daniel Brock & Lacie Amanda	\$ 33,129.00	-\$	MH located in Grady Co as of 12/2019 Refund \$429.80
45 40	Moore, Donald L	\$ 12,380.00	\$ -	Delete 2020 MH tax bill. MH sold and Taxed in Grady County
94 41	Scribner, Ryan James	\$ 9,180.00	\$ -	Delete 2020 MH tax bill MH torn down
63B 16	Stott & Floyd LLC	\$ 13,362.00	\$ -	MH demolished-Permit # 19DC-OT285
24B 57	Tillery, Margaret A	\$ 11,250.00	\$ 24,877.00	Delete 2020 MH tax bill. Homestead for 2020 tax year Refund \$176.78
24B 29	Tomlin, Ethel	\$ -		Homestead Removed Property sold at 2019 Tax Sale
CL02 29 9	Wade, Jerome	\$ 10,770.00		MH purchased in 2019 send owner a 2020 tax bill
67A 56	Walker, Jamie K	\$ 16,542.00	\$ -	Delete MH to be taxed on 2020 Property tax digest

\$ 64,436.00

Wilson, Carol Jane & Darin Neil & Jerry D

Homestead Added

# E & R/NOD - Property Tax Digest

# 2018 Digest Year

		100% Value	100% Value	
Map & Parcel	Name	From	To	Memo
Personal Property	Aeternity's Portal & Gaming	\$ -	\$ 10,000.00	Business not reported for 2018 digest

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Aeternity's Portal & Gaming	\$ -	\$ 10,000.00	Business not reported for 2019 digest
Personal Property	BASF Catalysts LLC	\$ 77,783,810.00	\$ 72,095,876.00	Finalized Appeal
Personal Property	Cribb, Michael	\$ 7,501.00	\$ -	Sold boat in 2018
97 49 A	Evergreen Plantation LLC	\$ 21,620.00	\$ 21,620.00	Split on Property done in 2019
B69 41 C	John D Archbold Hospital Inc	\$ 515,199.00	\$ 515,199.00	Change codes E3 To C3 & E1 to C1 from Exempt to Taxable
59 8 A	Maples, Wesley & Jane	\$ 84,770.00	\$ 84,770.00	Applied & Qualified for Disable Veteran's Homestead Refund \$942.67
97 49	Merchant, Kimberly	\$ 127,954.00	\$ 115,774.00	Property was split
97 49 A	Merchant, Kimberly	\$ 5,000.00	\$ 5,000.00	Delete 2019 Tax Bill. Parcel is Combined with 97D 49-7
23 23 A	Oliver, Winston	\$ 62,000.00	\$ 9,527.00	House burned Aug 2018 Pay on Land only for 2019 tax year

2020 Digest Year

Map & Parcel	Name	10	0% Value From	10	00% Value To	Мето
70 28 E	Cloud, Lanelle	\$	11,450.00	\$	60,977.00	Homestead added for 2020 tax yr. delete 2020 MH tax bill
FA01 11 G	Cruz, Anastacia M	\$	10,424.00	\$	46,639.00	MH homestead for 2020 tax yr. Delete 2020 MH tax bill Refund \$125.94
65 34 G	Humphrey, Marion	\$	70,555.00	\$	70,555.00	Breach of Conservation Use Covenant, Selling Property
21C 18	Johnson, Gary Wayne & Debra	\$	100,000.00	\$	168,514.00	MH homestead for 2020 delete 2020 MH tax bill

Mark Harrell - Tax Commissioner

Ollie H. Mackey- Board of Assessors

Pete Stephens, Chairman - Board of Commissioners