

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, FEBRUARY 11, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS RUSTY DAVIS, GEORGE ANDERSON AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, 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 9:00 a.m. After the call to order, County Attorney Bruce Kirbo gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Brock made a motion to approve the agenda as presented. Commissioner Anderson 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 Davis made a motion to approve the minutes of the Commissioners' Meeting held January 28, 2020 as presented. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business to be Discussed.

NEW BUSINESS

Decatur County Board of Education Annual Update – Tim Cochran. Chairman Stephens recognized Mr. Tim Cochran. Mr. Cochran, Decatur County Schools Superintendent, gave an update on the state of the school system. He began by addressing the 14.3 % decline in enrollment the Decatur County School system has seen. As the state funding to the schools is based on enrollment, the result is a decline in funding. Mr. Cochran stated that this presents many budget challenges to the school system, but they are planning ahead to meet the future. There has also been a 19.6% decline in the number of employees. Another area of concern is looking at ways to save money on buildings and maintenance. Mr. Cochran stated that the demolition of Elcan King School is almost complete and they are converting that property into a parking lot for the Centennial Field. Mr. Cochran stated that the old West Bainbridge Middle School campus is going to be remodeled for the central offices. Mr. Cochran stated in spite of all the challenges, there is good news to report from the high school. Mr. Cochran stated that the graduation rate is at 93% and that is a 4-year graduation rate; the state average is 82%. Mr. Cochran said the five-year accreditation was recently completed at Bainbridge High School and received glowing reviews. Mr. Cochran attributed the success to the hard work of all the staff. Mr. Cochran named several programs that are offered in different schools throughout Decatur County. Mr. Cochran stated that Bainbridge High School's CTAE in partnership with Southern Regional Technical College and local businesses and industries is excited to offer a College and Career Academy concept that gives students a head start on preparing for their futures. While in school, students will be able to gain dual enrollment credit and industry recognized certifications through Southern Regional Technical College while getting hands-on training in local businesses and industry related skill sets.

Department of Family and Children Services – Jackie Bridges. Chairman Stephens recognized Director of Family and Children Services, Jackie Bridges. Mrs. Bridges gave a brief update on foster care in Decatur County, stating that there are 75 foster children in Decatur County alone. Mrs. Bridges requested that the County consider increasing their budget for Foster Care to \$10,000.00. Mrs. Bridges stated that these funds are used to assist foster parents for the extra goods and services each foster child needs every year, money that the state government does not include in its budget. County Administrator Thomas thanked Mrs. Bridges for coming before the Board before the budget process began to allow him to work it in if the Board approves it.

Consider Approval of Bid – Lease for Decatur County Farm Land. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated bids were received and opened February 6th for the Farm Land located at the Industrial Park. County Administrator Thomas stated that two bids were received, one for \$23,000.00 per year and one for \$24,000.00 per year. County Administrator Thomas presented the Board with a proposed Lease Agreement; however, it includes in that agreement that any additions to the irrigation system must remain. County Administrator Thomas stated that the irrigation system is old and has a lot of mechanical issues. County Administrator Thomas stated that he was told that the lessee would like to put a new tower up but the well and the irrigation system will remain the same. County Administrator Thomas stated that he would like to have the authority to negotiate with the lessee of this property that any repair work will be his responsibility and any additions to that will be his responsibility. If the lessee puts the new tower up and if he only leases the property for a year or two, he would like to be able to take his tower down and replace it with ours. If he stays during the duration of this contract, which he has the right to renew the lease for up to five years; the tower system that he installs will remain with the County. County Administrator Thomas stated with all that said, he recommends the Board approve the bid from Mr. Alex Harrell in the amount of \$24,000.00 per year and allow him to negotiate these changes in the Lease Agreement. Commissioner Brock made a motion to approve this recommendation. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Bid for Articulated Truck – Landfill. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that bids were received and opened February 5th for an articulated truck for the Landfill. County Administrator Thomas recommended the Board approve the low bid from Yancey Brothers in the amount of \$350,000.00 with a trade-in of \$61,500.00 and buy-back at \$152,000.00 which brought the total cost to \$136,500.00. Commissioner Davis made a motion to approve this purchase from Yancey Brothers in the amount of \$136,500.00. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Bid – Range Target System. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that our firing range that we share with the City of Bainbridge at the Commodore Park has been totally redesigned. County Administrator Thomas stated that we have shared this range with the City for 20 years or more. County Administrator Thomas stated that he has met with the City Manager and thought it would be a good idea to update the target system as well. County Administrator Thomas stated that the City sent out a request for bids and the lowest price was \$57,850.00 with a 3-year maintenance agreement for an extra \$5,700.00. County Administrator Thomas stated that the City has agreed to pay half of this cost. County Administrator Thomas recommended the Board approve to go into an agreement with the City of Bainbridge to pay half of this cost to upgrade the Range Target System, which the County's cost will be \$31,775.00. Commissioner Brock made a motion to approve this recommendation. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

COMMISSIONERS / ADMINISTRATOR'S REMARKS

All the Commissioners thanked everyone for coming to the meeting and commended Mr. Cochran and Mrs. Bridges for their presentations.

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

Approved: 
Chairman

Attest: 
County Clerk

STATE OF GEORGIA

COUNTY OF DECATUR

LEASE AGREEMENT

THIS LEASE AGREEMENT entered in to this _____ day of February 2020, by and between DECATUR COUNTY, GEORGIA, a body politic of the state of Georgia, as Lessor and ALEX HARRELL as Lessee.

WITNESS THAT:

Lessor, in consideration of the payment of the rent hereinafter set forth and the covenants and agreements made and to be kept by Lessee, hereby leases to the Lessee, and Lessee, for and in consideration of the covenants and agreements made and to be kept by Lessor, hereby leases from Lessor all of 140 acres of land, more or less, currently cleared for cultivation under a pivot irrigation system in Lot of Land No. 428 and 454 in the 15th Land District of Decatur County, Georgia, together with the pivot irrigation system located thereon, which tract of land is outlined in yellow on Exhibit "A" attached hereto together with the right to use all bases appurtenant to said farm, and all program payments allocated to the property by the Decatur County Farm Service Agency, including disaster, direct and counter cyclical payments for the crop bases allocated to the real property.

FURTHER, LESSOR AND LESSEE DO HEREBY MUTUALLY AGREE AND CONTRACT AS FOLLOWS:

1.

The terms of this lease shall be for one (1) year beginning on the date that this Lease Agreement is signed by Lessor and Lessee and the rent is paid and expiring at midnight on December 31, 2020. In the event that this Lease Agreement is extended as hereinafter provided, each extended lease term shall end on December 31 of the year of extension.

2.

The total annual rent to be paid to Lessor by Lessee shall be \$24,000.00 for the cultivatable land and bases allocated to the farm by the Decatur County, Georgia Farm Service Agency. Rental for the cultivatable land and bases shall be due upon the execution of this Lease Agreement. The annual rental for any extended term shall be due on or before January 10 of the year of the extended term.

3.

Lessee shall use the cultivatable property leased herein for the planting, cultivating and harvesting of only legal crops, and shall not use this property in whole or in part for any other purpose except with the written consent of Lessor.

4.

Lessor and Lessee each agree to execute any and all documents necessary to effectuate each and every provision of this lease agreement.

5.

Lessee accepts the leased premises, and the irrigation system, well and pumping system, in the present condition of each and acknowledges that, as a part of the consideration for this Lease Agreement, Lessee shall maintain, and make repairs to, at Lessee's own expense the well and pump located on the property. Lessor makes no assurances that the irrigation system, well or pump will remain operational during the lease term or any extensions thereof. Lessee agrees that the premises are suited for the purpose intended by Lessee and that Lessor shall have no responsibility to make any alterations to the premises for Lessee's intended use of the same. Further, Lessee releases Lessor from any damages to Lessee's crops due to lack of rain or crop destroyed by an act of nature or God or not having water.

6.

No hunting, shooting, fishing or game management rights are included as a part of this lease agreement. Lessee shall use reasonable efforts to prevent unauthorized persons from hunting or fishing on said property and shall immediately notify Lessor should Lessee become aware of any such unauthorized use.

7.

Lessee shall furnish at his sole cost and expense all equipment, fertilizer, seeds, chemicals, labor, electricity and whatever else shall be necessary to farm the above described land in accordance with the good farming practices that are generally recommended for and are best adapted to this type of farming for this locality. It is specifically agreed that Lessee shall follow all reasonable recommendations of the Georgia Extension Service.

8.

Lessee will keep, maintain and leave the farm at the end of this lease clean and in good order, repair and condition and cultivate and farm said land in accordance with good farming practice that is generally recommended for and are best adapted to this type of farming and for the locality. Upon the termination of this Lease, Lessee shall have the right to remove all of Lessee's tools, equipment and such other property as may be permitted by law, during the forty five (45) day period after the termination of this Lease and should Lessee fail to do so within said time, any part thereof left upon the property shall become the property of Lessor. Lessee shall have no right to remove any parts, or part of, the well or pump which might be affixed, or added to the same, during the term of this Lease Agreement or any extension thereof. However, Lessee is authorized to remove and replace the current center pivot of the irrigation system, at his sole expense, and to remove same upon termination of the lease agreement. Lessee agrees to allow Lessor the opportunity to consider the option of negotiating, in good faith by both parties, the purchase of the center pivot that has been replaced prior to its authorized removal.

9.

If Lessee fails to pay the rent provided for herein or fails to keep any of the agreements of this lease, all costs and reasonable attorney fees in enforcing collection of performance shall be added to and become a part of the obligations payable by Lessee hereunder.

10.

It is specifically provided that Lessee shall make proper and timely reports to Decatur County Farm Service Agency of crops planted and yields thereon.

11.

It is specifically provided that Lessee shall not use any chemical that would not be in accordance with accepted local custom and practice or that would otherwise violate Environmental Protection Agency regulations.

12.

Lessee shall not dump any waste or hazardous materials upon said premises nor allow any dumping of any kind upon said premises.

13.

Lessee shall not remove any fences or other improvements from said premises and shall repair at his expense any damaged fence caused by him, his agents or employees, to such fences or improvements.

14.

Lessee shall commit no act or allow any omission that will adversely affect any allotments or bases assigned to said farm by Decatur County Farm Service Agency.

15.

It is agreed that Lessor shall not be liable or responsible in any way for any damage to any person or property sustained in or about the premises during the term of this lease or any renewal thereof unless such damage was occasioned by the negligence of Lessor. Lessee specifically agrees to hold Lessor harmless from any damage occasioned by Lessee. In addition, Lessee agrees to cause Lessor to be named as "additional insured" on any liability policy of Lessee covering said premises.

16.

Lessor shall have access to and have the right to inspect said premises at reasonable times as to not interfere with Lessee's farming operation.

17.

If the rent provided for herein, or any part thereof, upon becoming due, shall not be paid after becoming due, or Lessee fails to perform any other condition imposed upon Lessee by this contract or violates any of the terms or conditions thereof, Lessor shall have the right and option to declare this contract null and void and cancel the same and take immediate possession of the leased premises, The exercise of this right by Lessor shall not release Lessee from any rent due Lessor under this lease agreement.

18.

All notices, demands and requests which are required to be given by either party to the other shall be in writing and addressed as follows:

Lessor:
Decatur County Administrator
P.O. Box 726
Bainbridge, Georgia 39818

Lessee:
Alex Harrell
561 John Sam Road
Bainbridge, Georgia 39817
(229) 220-5647

19.

It is understood and agreed that Lessee hereunder shall not have the right to sublet any portion of land leased hereunder without the written consent of Lessor.

20.

The lease shall not be renewed by operation of law, and if Lessee shall remain upon the premises after the termination of this lease, he shall only be tenant at sufferance and Lessor shall have the right to cause him to vacate the same immediately.

21.

When any obligation of Lessee is collected by or through an attorney at law, Lessee agrees to pay fifteen percent (15%) thereof as attorney's fees as authorized by Georgia law.

22.

For the same consideration herein enumerated, Lessor gives and grants unto Lessee four consecutive one year options to extend and renew this Lease Agreement upon the same terms and conditions as provided for herein SUBJECT however to the specific requirement that Lessee must notify Lessor in writing on or before December 1 of the primary term of this Lease, and on or before December 1 of any extended term of this Lease, of Lessee's desire to extend and renew this Lease Agreement for an additional one year term. IN ADDITION, at any time that the premises are needed for development purposes of Lessor or any entity that Lessor deems to be appropriate as a user of the same for development purposes, Lessor shall have the absolute right and privilege to reject and refuse the election of Lessee to extend the primary term of this Lease, or an extended term of this Lease, for an additional one year period. Such notice of rejection must be given in writing prior to January 1 of the extended or renewal term for which notification has been given by Lessee. Such notice of rejection shall have the effect of nullifying the right and privilege, if any, of Lessee to extend the Lease Agreement.

This Agreement is the entire agreement of the parties hereto and no representations, agreements, inducements, or promises between the parties shall be of any force or effect unless agreed to in writing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written,

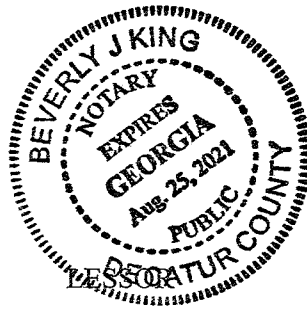
LESSEE

[Signature] (SEAL)

Signed, sealed and delivered in the presence of:

Michelle B. West
WITNESS.

Beverly J. King
NOTARY PUBLIC



DECATUR COUNTY, GEORGIA

BY: *[Signature]*
Its duly authorized Chairman

Signed, sealed and delivered In the presence of:

Michelle B. West
WITNESS

Beverly J. King
NOTARY PUBLIC

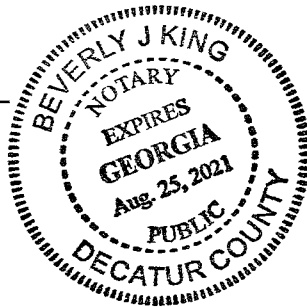
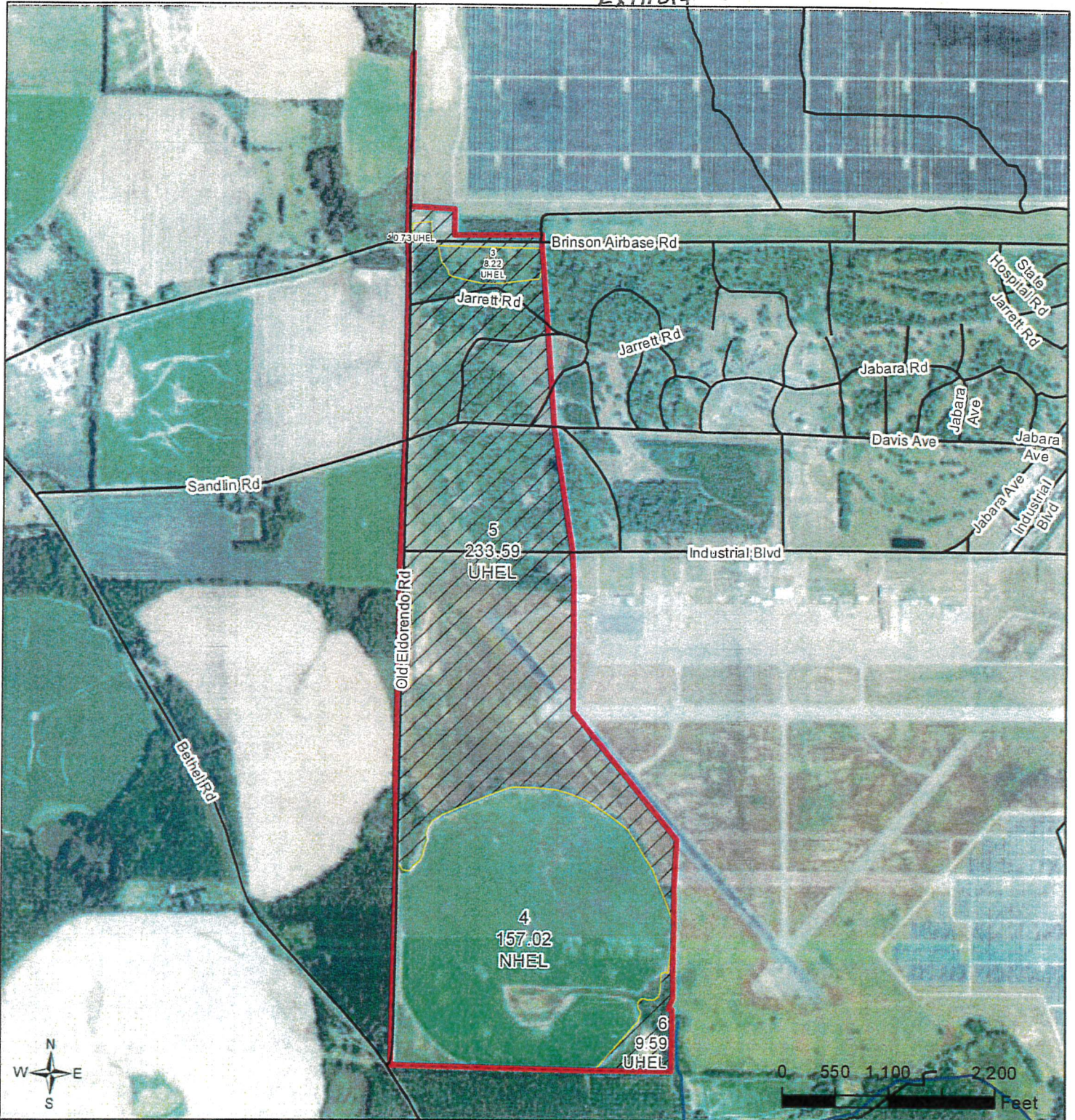




Exhibit "A"



- Tract Boundary
 - Cropland
 - Roads
 - Non-Cropland
- Wetland Determination Identifiers**
- Restricted Use
 - Limited Restrictions
 - Exempt from Conservation
 - Compliance Provisions

Use if Data is Same for All Fields:

Producer Share: _____

Irr Practice: IRR NI

2020 Program Year
Map Created November 26, 2019

Farm 716
Tract 840

Tract Cropland Total: 157.02 acres

2017 NAIP Imagery

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

Decatur County Board of Commissioners
203 W Broughton St
PO Box 726
Bainbridge GA 39818

(229) 248-3030

Receipt No: 1.001384

Feb 28, 2020

ALEX HARRELL

General Fund - RENT - Rents & Royalties	24,000.00
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Total:	24,000.00
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General Fund - Check Check No: 978	24,000.00
Total Applied:	24,000.00
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Change Tendered:	.00
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