

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, FEBRUARY 8, 2022

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Debbie Elkins who voiced her concerns on the Garbage Services agreement.

Chairman Stephens recognized Zane Wise who voiced his concerns on the Garbage Services agreement.

Chairman Stephens recognized Doug Griffin who voiced his concerns on the Garbage Services agreement.

Chairman Stephens recognized Donna Clark who voiced her concerns on the Garbage Services agreement.

Chairman Stephens recognized Sherry Anderson who voiced her concerns on the Garbage Services agreement.

Chairman Stephens recognized Kay Livingston who voiced her concerns on the Garbage Services agreement.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held January 25, 2022, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Update from Board of Education – Tim Cochran. Chairman Stephens recognized Superintendent Tim Cochran who stated he appreciated the opportunity to come and update the

Board on the various schools. Mr. Cochran stated student enrollment is what dictates the funding that the schools receive each year and with student enrollment down 2.4% from last year, staff had to be trimmed to offset the funding decrease. This is done not to make money, but to balance the budget and to not cut the services or programs offered to the students. Mr. Cochran stated even with the decrease in student enrollment there's still great things going on in the school with the graduation rate being 95%, along with the millage rate being rolled back from 15.97 to 14.565.

Mr. Cochran stated covid has continued to impact the schools, but they are working with the Health Department to complete vaccination drives for the staff and students.

Mr. Cochran stated due to the school mergers there has been a lot of adjusting to this year's new routines, new expectations, as well as the traffic patterns. Two schools were closed due to financial and academic reasons.

Mr. Cochran stated the school works in the community with industries and business partners to build bridges for students to work in Decatur County that may not want to go off to college or go in the military. The school schedules industry tours, job placement interviews and job signings. There are also many career pathways offered at Bainbridge High School.

Mr. Cochran talked about some of the projects that have been completed in the school system, Elcan King Elementary School was consolidated and a new parking lot for Centennial Field was completed. The renovation of West Bainbridge Middle School to consolidate all the central offices. The renovation of Centennial Field, the ball fields and the tennis courts at Bainbridge High School. John Johnson Elementary and Potter Street Elementary were consolidated along with rezoning all Pre-K through sixth grade county-wide.

Mr. Cochran stated they are currently working on the new Bainbridge Middle School that will be located next to Bainbridge High School. The ground breaking will be in April 2022, with the expected completion date of May 2024 and move in for the 2024-2025 school year.

Consider Real Estate Auction Listing Agreement – Terry Howe & Associates, Inc.

Chairman Stephens recognized County Administrator Thomas who stated Tax Commissioner Mark Harrell used Terry Howe & Associates to conduct the online auction a couple of years ago for the real estate auction listing and is requesting to use them again to conduct this year's online auction. The contract reflects the property listings and calls for a 15% buyer's premium, which will cover the cost of the contract and there will be no cost to Decatur County. County Administrator Thomas recommends approval to the Board. Commissioner Davis made the motion to approve the agreement. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider Application for Restaurant License – James Adam Mitchell – Hoss's BBQ, LLC – 1760 Tallahassee Highway.


Chairman Stephens recognized County Administrator Thomas who stated John Adam Mitchell has met all the requirements to obtain a restaurant license and recommends approval to the Board. Commissioner Brock made the motion to approve the license. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

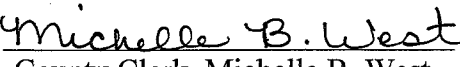
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

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

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



Real Estate Auction Listing Agreement

Date: 02/08/2022

Seller: Decatur County Board of Commissioners
PO Box 726
Bainbridge, GA 39818

Auctioneer: Terry Howe & Associates, Inc.
1129 Locust Hill Rd
Greer, SC 29651
864.268.4399
info@terryhowe.com

Property: See attached Exhibit "A"
County of: Decatur
State of: Georgia

Agreement: An agreement is made this Date between the Seller and Auctioneer as named above. Seller hereby grants unto Auctioneer the exclusive right and authority to sell at public auction the property described above or in a separate Attachment "A." Auctioneer hereby accepts employment as the sole and exclusive agent for property in Attachment "A" of the Seller and agrees to use his professional skill, knowledge, and experience in preparing and conducting the auction. Auctioneer agrees to assist with preparation and organization of the property. Auctioneer will prepare and distribute the marketing and advertising materials. Auctioneer will conduct the auction and assist with the transaction until closing. Auctioneer is acting solely as listing agent of the property. Auctioneer is not providing legal, financial, or tax advice to Seller.

Agency: Seller acknowledges receiving an Agency Disclosure form and an explanation of the types of agency relationships that are offered by the Auctioneer. Seller also acknowledges that after entering into this written contract that the Auctioneer will be working solely as an agent for the Seller. Auctioneer offers Seller representation only and other types of agency will not be considered.

Proposal: Seller acknowledges receipt of an Auction Proposal or verbal explanation that explains how the auction will be conducted, how the auction will be advertised and promoted, the terms of the auction, and the financial obligations of the Seller in the transaction. Seller agrees that all questions concerning the auction have been answered to his/her satisfaction, and he/she has a complete understanding of how the auction process will be carried out in relation to the Property described in this agreement.

Auction Date: The date of the auction will be set upon the execution of this agreement by all parties. Auctioneer is granted reasonable time to review the properties and agrees to notify the Seller in the event of an unforeseen delay. Seller will receive written notification of the actual auction date and time. Auction must be scheduled within 120 days of execution of this agreement.

Title Examination: Seller acquired properties by tax deed. The Auctioneer shall not obtain a title opinion letter from a Georgia licensed attorney. Seller does not warrant that the property described above is free and clear of liens and encumbrances. All properties will be sold by Quitclaim Deed only.

Seller Initials _____

Auctioneer Initials BAH

Seller Compliance: Seller agrees to execute and deliver all required documents, including general and specific documents pertaining to the Property to the Auctioneer in an efficient and prompt manner. Seller agrees that these documents will be made available to potential Purchasers. Seller also agrees to execute and deliver all documents, including the deed, required to close the Property.

Auctioneer Compliance: Auctioneer will conduct sale in accordance with all local, state, and federal laws.

Promotion and Advertising: Seller agrees that the Auctioneer may market the property as it deems advisable, including, but not limited to, as outlined in the Auction Proposal or verbal explanation.

Advertising Expenses: Seller agrees to pay zero dollars (\$0.00) for expenses to promote and advertise the auction. Seller agrees the property may be jointly advertised in association with property owned by others.

Commission: A Buyers' Premium, to be paid by the Purchaser, will be added to the winning bid to determine the Contract Sale Price. Seller agrees to pay Auctioneer an amount equal to the Buyers' Premium as commission at closing. The Buyer's Premium to be paid in this auction is equal to fifteen percent (15%) of the bid price.

Earned Commission: In the event the property is sold or otherwise transferred between the signing of this agreement and within ninety (90) days after the auction is conducted, a commission equal to fifteen percent (15%) of the Contract Sales Price will be paid to the Auctioneer at closing. No commission will be paid on properties redeemed by the taxpayer between contract date and start of advertising. In the event a property is redeemed by the taxpayer after the start of advertising, a commission equal to fifteen percent (15%) of the redemption value will be paid to the Auctioneer.

Purchaser Coordination Fee: Purchaser will pay Auctioneer thirty-five dollars (\$35.00) per property to coordinate closing with closing attorney.

Cancellation: Should the property be withdrawn or the auction canceled by the Seller, the Seller agrees to immediately reimburse the Auctioneer for any advanced funds or expenses for the advertising and marketing or property preparation.

Postponement: Should the auction be postponed for any reason not caused by the Auctioneer, the Auctioneer will have the exclusive right to conduct the subsequent auction of the property, and the parties will promptly reschedule it. Seller agrees to reimburse Auctioneer for all funds advanced for the advertising and promotion of the auction and property preparation.

Auction Venue: Seller acknowledges receiving an explanation of the auction venues. Seller agrees the auction will be conducted online only.

Max Bids: Seller understands that the Auctioneer accepts Max Bids from Bidders in the online only auction. Seller also understands that Max Bids placed by Bidders are to be executed competitively against other Bidders and/or bids. The Auctioneer may or may not be privileged to Max Bids, but will not bid on behalf of the Seller or any other person to push the Bidder to their Max Bid. It is possible under this format that a Bidder will purchase an item for less than their entered Max Bid. Furthermore, Seller releases the Auctioneer from its duty to disclose any Max Bid placed by any Bidder in the online only auction, unless required by law.

Auction Type: Seller acknowledges receiving an explanation of the auction types. Seller agrees the property will be sold at absolute auction to the highest bidder regardless of price.

Price Guarantee: Seller agrees that neither the Auctioneer nor any of its representatives has made any representation or guarantee as to the sales price.

Seller Initials _____

Auctioneer Initials BA

Auction Terms: The property will be sold in "as is, where is" condition without warranty as to the suitability for use either expressed or implied by the Seller or Auctioneer. Purchaser to escrow with Auctioneer the required deposit with the full balance of the sales price due on or before thirty (30) days after the auction date. Purchaser will pay all closing costs including, but not limited to, costs normally associated with a seller in a real estate transaction. These costs may include attorney's fees, deed preparation, deed stamps, surveying, termite inspections, and roll back taxes. Property sale shall be subject to all outstanding property taxes, rents, HOA dues and other assessments and shall be the responsibility of the Purchaser.

Contract Sales Price: The Contract Sales Price will be determined by adding the Purchaser's bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

Example:

Bid Price	\$100,000.00
Buyers' Premium	<u>\$15,000.00</u>
Contract Sales Price	\$115,000.00

Agreement to Auction Terms: Seller has read the proposed terms and conditions for the auction, agrees to abide by the terms and conditions, approves the use of such terms and conditions, and agrees the Auctioneer may publish and disclose the terms and conditions to prospective Purchasers.

Payments: Auctioneer may accept payment from the Purchasers in the form of cash, certified funds, bank check, or wire transfer. Auctioneer will have no responsibility for collection of any payment that is not good or completed for any reason. Auctioneer will deposit all payments received in its escrow account until closing.

Escrow Agent: Seller designates Auctioneer to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow agent will retain any and all interest earned on the earnest money deposit.

In the event of Purchaser default, the earnest money deposit shall be divided equally between Seller and Auctioneer, after reimbursement of all expenses advanced to market and conduct the auction. The property will then be resold in a manner approved by the Auctioneer.

In the event that the winning Bidder fails to execute the Contract of Sale and pay the required earnest money deposit, a penalty of up to two thousand five hundred (\$2500.00) will be charged to the credit card provided at registration by the winning Bidder. Auctioneer makes no guarantee or warranty of collection of this penalty as the penalty may exceed the winning Bidder's available credit limit. Payment of this penalty shall not affect other remedies available to the Seller for such failure.

The penalty will be held in the Auctioneer's escrow account. If the winning Bidder does not dispute and contest the charges, the penalty shall be divided equally between Seller and Auctioneer, after reimbursement of all expenses advanced to market and conduct the auction. These funds will be disbursed at the Auctioneer's discretion. The property will then be resold in a manner mutually agreed upon by the Auctioneer and Seller.

In any legal action involving the Auctioneer regarding the earnest money, including any inter-pleader action initiated by the Auctioneer, all legal expenses reasonably incurred by the Auctioneer including all discovery and appeals expenses shall be advanced from the Earnest Money and then borne by the party against which final judgment is rendered or as otherwise ordered by the court.

Seller Initials _____

Auctioneer Initials BIA

To the extent allowed by law, Seller agrees to hold the Auctioneer harmless against any and all claims or damages arising from payment or application of the earnest money and the Auctioneer shall not be liable to Seller for damages or otherwise for any action taken in connection with the earnest money provided however, that this release of liability shall not apply to willful acts of malfeasance by the Auctioneer.

Closing Statement: Seller authorizes the settlement agent to furnish to Auctioneer and Selling Broker, if any, copies of the final HUD-1 settlement statement for the transaction.

Accounting: After closing, the Auctioneer will prepare and provide an Auction Summary Report for the Seller. The report will include copies of documents pertaining to the transaction and promotion and advertising materials.

Indemnification: To the extent allowed by law, the parties agree that a party at fault will hold the other harmless from, and indemnify the other against, any claim, action, suit, cost, damage, deficiency, expense, loss, or liability of every kind, including attorneys' fees and costs of defense, that the other incurs as a result of any act, error, negligence, omission, or wrongdoing attributable to the party at fault, which arises out of the auction, the breach of any term of this contract, or the offering or sale of the Property, except as otherwise provided herein.

Risk of Loss and Insurance: Auctioneer, its administrators, agents, assigns, attorneys, beneficiaries, contractors, devisees, employees, executors, heirs, legatees, representatives, and successors in interest will not be responsible or liable for any loss or damage to the Property regardless of cause including, but not limited to, negligence, fire, theft, vandalism, act of God, act of terrorism, or other casualty, damage, or destruction.

Choice of Law and Venue: This contract will be construed and governed solely in accordance with the laws of the state of Georgia. The exclusive venue for any controversy or claim between the parties will be the County of Decatur, Georgia.

Notice: A party must immediately notify the other, by both telephone and written notice, should that party have a concern, complaint, issue, or problem with the other's performance under this Agreement, in order to provide the other with an early opportunity to address and remedy any such matter.

Any notices required or permitted to be given shall be given in writing and shall be delivered by certified mail, email, facsimile, or overnight mail, and such notices shall be addressed to Seller's or Auctioneer's address or fax number listed in this agreement.

Representation: Seller has read the foregoing contract and thoroughly understands the contents thereof. Seller further represents that Seller hereof makes statements and that the same are true to the best of Seller's knowledge and that this contract contains and sets forth the entire agreement of the parties.

Warranty: The undersigned Seller hereby warrants that it holds title by tax deed to the property and/or has the authority to execute this agreement.

Contract: It is mutually agreed that this contract is binding and obligatory upon the Seller, his/her heirs, administrators, executors, personal representatives, assigns, and successors in interest.

Seller Initials _____


Auctioneer Initials BIA

Seller Name: Decatur County Board of Commissioners
PO Box 726
Bainbridge, GA 39818

Signature 
for Decatur County Board of Commissioners

Date 2-8-2022

Auctioneer: Terry Howe & Associates, Inc.
1129 Locust Hill Rd
Greer, SC 29651
864.268.4399

Signature 
for Terry Howe & Associates, Inc. by its
Broker in Charge

**Exhibit A
Property Listing**

Parcel #	Legal Description	Address
00840030	451 641 167 HAND RD	167 HAND RD
01020038	436 2 150 WARD RD	150 WARD RD
0016B102	467 755 LOT 30 LAKEVIEW HGTS INC	BOOSTER CLUB CIRCLE
0085A107	430 421 LOT 29 BLK Q DOLLAR S/D	NEAL ST
00900099B00	451 649 .43 AC LL 277 LD 20	FOWLSTOWN RD
0100A005	376 659 LOT 5 BLOCK A PHILYAW S/D	ANDREWS RD
108A012	451 609 LOT 11 W B MILLER S/D	GRIFFIN AVE
AT010064	419 531 LOT BOYETT CIRCLE	BOYETT CIRCLE
B0130008	108 249 902 DENNARD ST	902 DENNARD ST
B0170015	108 255 LOT MILLER AVENUE	MILLER AVE
B0280151	U14 636 LOT CAMPBELL ST	CAMPBELL ST
B0290109	421 369 922 ST LUKE ST	922 ST LUKE ST
B0290152	108 248 601 ORANGE ST	601 ORANGE ST
B0290175	T18 169 119 EVA ST	119 EVA ST
B0310002	419 524 1101 COOPER ST	1101 COOPER ST
B0310209	405 805 LOT 1 BLOCK 2 ARLINGTON PK	BEACH ST
B0320006	376 658 712 ALBANY RD	712 ALBANY RD
B0380003004	451 646 LOTS 25 & 26 GA FLA DEV CO	HALL ST
B0380145	A8 217 LOT 6 BLOCK A SUNNYSIDE S/D	WEST ST
B0600003B00	M22 410 LOT CARTER ST	CARTER ST
B0600125A00	G17 468 LOT SCAL RR	RAILROAD TRACKS
B0620083	405 790 1412 E WATER ST	1412 WATER ST
B0070061062	388 217 LOTS 6 & 7 BLOCK N SUNRISE COURT S/D	GRIFFIN ST
B0310156	451 656 LOT 3 BLOCK 7 PAULETTE S/D	CHERRY ST
B0380231	451 643 LOT 23 NORTON S/D	BURGESS ST
B0380091	LOT 13 BLOCK K CALLAHAN / Deed G3 382	E COLUMBIA ST
B0440078	451 612 LOT 1 BLOCK B MCCORD S/D	ORLEANDER DR
B0450096	451 616 805 ALBANY RD	805 ALBANY RD
B0290054	405 791 LOT GREEN ST - GREEN ST.	GREEN ST
B0290107	421 368 930 ST LUKE ST	930 ST LUKE ST
B0310048	F9 81 905 COOPER ST	905 COOPER ST
B0310050	419 533 909 COOPER ST	909 COOPER ST
B0310103	G17 475 728 BARTOW ST	728 BARTOW ST
B0310105	W25 133 LOT 20 - BARTOW ST.	BARTOW ST
B0350063	120 174 LOT HALL & GREEN	HALL ST
B0350212	405 798 LOT FLEMING ST	FLEMING ST
B0350222	421 377 LOT FLEMING ST	FLEMING ST
B0380050	W25 139 V/L POTTER & COLUMBIA STS	POTTER ST

Seller Initials _____

Auctioneer Initials 