

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, FEBRUARY 9, 2021

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

ABSENT: COMMISSIONER GEORGE ANDERSON.

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

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the minutes of the Commissioners' Meeting held January 26, 2021, as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Development Authority Update – Rick McCaskill. Chairman Stephens recognized Rick McCaskill who stated there's a lot of activity going on in Decatur County. The most exciting and biggest project going on at this time is at the Decatur County Industrial Park, which is A1 Trusses Company. This project is expected to be complete by August 2021. Other projects doing well at the Decatur County Industrial Park are Harrell Ag Products and Danimer Scientific is planning a huge expansion which would create hundreds of jobs for Decatur County if they choose to locate here. Also, there has been discussion with a prospect about starting a lime stone operation which is for agriculture products. There's also a confidential prospect for the old Gilreath site. Mr. McCaskill stated the solar companies are looking for lots of acres. The rail site has proven to be a benefit for bringing in prospects to the Decatur County Industrial Park. There's a signed MOU for the spec building which is also a confidential company. GPS Trailers, which is currently located behind Stones is looking to expand. Taurus is looking to add 80 new employees and many other potential projects are being considered.

Consider Bid Approval for Tractor & Mower – Public Works. Chairman Stephens recognized Dennis Medley, Public Works Director who stated that bid requests were advertised

and provided to various vendors for a batwing mower and tractor. Mr. Medley stated Ag-Pro was the low bidder on the batwing mower with a Bush Hog 3815 for the price of \$16,900 and recommended to the Board to approve the purchase. Vice Chairman Brinson made the motion to approve the purchase of the batwing mower. Commissioner Davis seconded the motion. A vote was taken and unanimously approved. Mr. Medley stated Ag-Pro was also the low bidder on the tractor with a John Deere 5115M for the price of \$56,699.99 and recommends to the Board to approve the purchase. Commissioner Brock made a motion to approve the purchase of the tractor. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Errors and Releases from Tax Commissioner. Chairman Stephens stated the Tax Commissioner and the Board of Assessors have approved the Error and Release report and recommends for the Board to approve. Vice Chairman Brinson made the motion to approve the Errors and Releases. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Appointment – Workforce Development Board. Commissioner Davis made a motion to appoint Vice Chairman Brinson to the Workforce Development Board. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

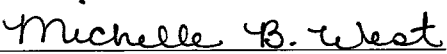
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Barber, 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



Mark Harrell
DECATUR COUNTY TAX COMMISSIONER
P.O. Box 246 / 112 W. Water St
Bainbridge, GA 39818
Phone:248-3021 / Fax: 248-2110

1/26/2021

E & R / NOD - Mobile Home Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
97 2 C	Morris, Larry Gene & Virginia K	\$ 23,544.00	\$ 23,544.00	Delete 2020 MH tax bill, Owner signed up for Homestead. Refund \$305.45

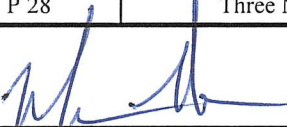
2021 Digest Year

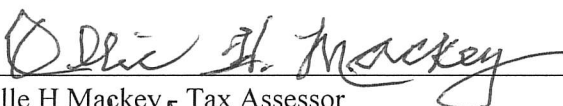
Map & Parcel	Name	From	To	Memo
65 23	Cawvey, Linda J	\$ 16,071.00	\$ 16,071.00	Removed Homestead
98A 3 A	Herrera, Katrina Lynn	\$ 17,564.00	\$ 17,564.00	New owner Purchased MH 12/30/20. new owner need 2021 tax bill
98A 3 A	Miller, Sally E	\$ 17,564.00	\$ 17,564.00	Delete 2021 mh tax bill sold 12/30/20
45 73	Peak, Dustin Oneal	\$ 142,685.00	\$ 142,685.00	MH purchased December 2020. Owner needs 2021 tax bill

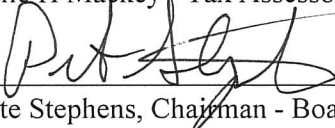
E & R / NOD - Property Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Bates, Nancy D	\$ 18,414.00	\$ -	Sold boat 9/5/19. Delete 2020 tax digest
36 43	Clements Paula A as Trustee of the Paula A Clements Living Trust	\$ 349,031.00	\$ 349,031.00	Breach of Covenant. Penalty Due \$2223.54. 61.20 Ac on 36-43B Leased to Cool Springs Solar LLC
35 16	Clements Paula A as Trustee of the Paula A Clements Living Trust	\$ 500,246.00	\$ 406,633.00	Breach of Covenant. Penalty Due \$306.49. 19.20 Ac on 36-16B Leased to Cool Springs Solar LLC
B90C 2	Kolbuss, Shane W & Cynthia B	\$ 208,240.00	\$ 204,240.00	Homestead added. Owner needs a Refund of \$58.74
81 27 A	Mills, Thomas D	\$ 83,298.00	\$ 83,298.00	Applied & qualified for Disabled Veteran's Homestead Exemption. Refund \$1040.69
62 29 A	Roberts, Lyle E	\$ 127,910.00	\$ 127,910.00	Applied & qualified for Disabled Veteran's Homestead Exemption Refund \$1380.85
P 26	Three Notch E M C	\$ -	\$ 8,973.00	Delete this Parcel 12/3/20 Per Amy
P 28	Three Notch E M C	\$ 8,446.00	\$ 8,973.00	Revised Notice from DOR


 Mark Harrell - Tax Commissioner


 Oille H Mackey - Tax Assessor


 Pete Stephens, Chairman - Board of Commissioners

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, FEBRUARY 23, 2021

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, County Attorney Kirbo gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held February 9, 2021, as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Bid Approval to Purchase Fire Truck – AFG Grant Funds. Chairman Stephens recognized Fire Chief Charlie McCann who stated Decatur County Fire Department was awarded a FEMA grant in the amount of \$350,000 to purchase a fire truck. Decatur County would be required to match the federal funds of 10%, which means Decatur County's portion would be \$31,818.18 and the federal funds received would be \$318,181.82. Chief McCann stated bid requests were advertised and provided to various vendors for the fire truck with Fire Line, E-One Manufacturing being the low bidder with a price of \$354,668 and a delivery date of 180-210 days and recommends to the Board to approve the purchase. Commissioner Brock made a motion to approve the purchase of the fire truck. Commissioner Anderson seconded the motion. A vote was taken and unanimously approved.

Consider Approval for Restaurant License-Handyway/Super B #3 – Tisha Fowler Barnard 1572 Newton Road. Chairman Stephens recognized County Administrator Thomas who stated Tisha Fowler Goodman had met all the requirements for approval of a restaurant license and recommended approval to the Board. Commissioner Davis made a motion to approve the restaurant license. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval for Restaurant License – Faceville Community Store

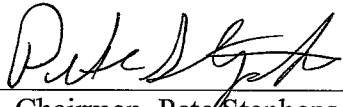
Daniel Aaron Goodman – 3225 Faceville Hwy. Chairman Stephens recognized County Administrator Thomas who stated Daniel Aaron Goodman had met all the requirements for approval of a restaurant license and recommended approval to the Board. Commissioner Brock made a motion to approve the restaurant license. Vice Chairman Brinson 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 Anderson seconded the motion. A vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, MARCH 9, 2021

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Commissioner Davis requested that the consideration of an extension of personal property tax returns be added to the agenda as item 1a. Vice Chairman Brinson made a motion to approve the agenda with the amendment. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

Chairman Stephens recognized Ms. Johnnie Mae Livingston who stated she resides at 338 Bettstown Road in Faceville and complained that every time it rains the water from Bettstown Road backs up in her yard. Chairman Stephens stated the Board would address the issue.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' Meeting held February 23, 2021, as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Personal Property Tax Return Extension. Chairman Stephens stated several residents have contacted the Commissioners about extending the deadline for the personal property tax return. After a brief discussion, the item was tabled until March 23, 2021.

Consider GDOT Fuel Farm Contract Approval - Airport. Commissioner Stephens recognized County Administrator Thomas who stated the Board had previously approved for him to proceed with obtaining grant monies for a fuel farm at the Airport, which would be funded with federal, state and local funds. County Administrator Thomas stated the Airport had been without self-service fuel pumps for several months. County Administrator Thomas stated our engineering firm had said the amount of the fuel farm would be much less than originally stated, which was \$850,000. The total cost of the fuel farm would be \$604,312.47, with \$155,342.67 being the cost for the engineering fees, and \$448,969.80 being the bid amount for the fuel farm. County Administrator Thomas stated initially the County only had around \$300,000 of federal and state funds allocated for this project and over a period of 2 years at \$150,000 each year the County

would be able to recover the funds that was originally paid for the project. County Administrator Thomas stated the GDOT contract amount would be \$377,324.69, with federal and state funds being \$353,362.89 and the county costs being \$23,961.80. Over the next 2 years at \$150,000 each year, the balance for the county to recover from federal funding would be \$226,987.78 which is 90% and the county's funding balance would be the 10%. County Administrator Thomas further stated the total cost of the project to the county would be less than \$50,000. Also, this funding includes the removal and disposal of the old tanks currently being used. The location of the fuel farm would be on the east side of the FBO. County Administrator Thomas stated if the Board approves, the documents would be signed electronically. After the notice to proceed, the deadline for project completion would be 60 days. County Administrator Thomas recommends the approval of the contract. Vice Chairman Brinson made the motion to approve the contract. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Budget Amendments. Chairman Stephens recognized County Administrator Thomas who presented the budget amendments for the fiscal year ending June 30, 2020 and recommended approval to the Board. Commissioner Brock made the motion to approve the budget amendments as presented. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

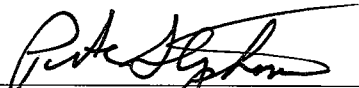
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

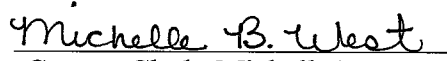
ADJOURN

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

Approved: _____


Chairman, Pete Stephens

Attest: _____


County Clerk, Michelle B. West



**EXHIBIT A
SCOPE OF WORK**

**ENGINEERING DESIGN AND CONSTRUCTION SERVICES FOR
FUEL FARM**

**AT THE
DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA**

Croy Engineering, LLC Project 1206.008

The Engineering Services will consist of project formulation and the preparation of concept site plan, and 7460 drawings and specifications for bidding for a design and construction project to install two 12,000 gallon Fuel Farm tanks, and closure of the existing fuel storage tank in place. Construction Phase Services will be included in this project, and the services will include the following elements of work:

Element 1 – Project Formulation shall include the preparation of work scope, fees, predesign/scoping conference call with the Georgia Department of Transportation (GDOT), client meeting, submittal of Forms 7460 (one for construction safety and phasing plan (CSPP) and narrative; one for equipment; and one for air space), short form Categorical Exclusion, coordination with regulatory agencies, and one site visit to observe existing conditions. The 7460 (3) forms and CSPP narrative will be coordinated with GDOT prior to submittal.

Element 2 – Survey Work shall include a field-run topographic survey of the anticipated project area (approximately 2 acres) using a Croy surveyor team. All work shall be done in Georgia State Plane Datum.

Element 3 – DBE Plan Update will update the DBE Plan for FY 2021 - 2023 to be provided by a DBE Sub-consultant (copy of proposal attached).

Element 4 – Construction Plans shall consist of:

1. **Cover Sheet** listing the name of the airport, vicinity and location maps, project numbers, index of drawings.
2. **General Notes, Legend, Summary of Quantities Sheet** which includes pertinent notes on the project, a legend that displays the various symbols and linework used in the plan set, summary of quantities, specification numbers, description of the item, unit of measure and estimated quantities.
3. **Project Layout and Construction Safety Phasing Plan** including a sketch of the airport, existing property lines, the airport operation area, contractor access route and staging area, and general project safety relative to the airport during construction.
4. **Fuel Facility Site Layout Plan** displaying the civil site concept for two (2) 12,000 gallon double wall UL-142 fuel tanks.
5. The Fuel System Engineer sub-consultant shall prepare the 100% engineering package containing drawing sheets for structural, electrical, and mechanical designs for the two proposed Fuel Farm tanks.

200 Cobb Parkway North | Building 400, Suite 413 | Marietta, Georgia 30062 | 770.971.5407
croyengineering.com



Element 5 – Contract Document(s) (booklet) shall include the advertisement for bids, Instructions to Bidders, bid documents, contract documents, bid bond, performance bond, payment bond, and Federal Aviation Administration (FAA) and/or GDOT specifications to include GDOT Special Provisions to published specifications. This element shall include preparation of an engineering cost estimate for the project and will incorporate fuel facility specifications. The Spill Prevention Control and Countermeasures (SPCC) Plan and closure in-place of the existing fuel tank(s) are to be provided by the Fuel System Engineer sub-consultant.

Element 6 – Coordination, Review, and Comments will be addressed after the 90 percent submittal to GDOT.

Element 7 – Bid Phase Services shall include the preparation of advertisement for bids, response to contractor questions during the bidding process, receipt of bids at a scheduled bid opening, preparation of the bid tabulation, and recommendation of award to the lowest responsive and responsible bidder.

Element 8 – Construction Administration Services shall include the following:

1. Construction Administration Services to include conformance to federal requirements (as delineated in the contract documents) for the total time of the contract of sixty (60) calendar days.
2. One (1) site visit for the Pre-Construction Meeting.
3. Engineering Services to include review of contractor submittals for approval of materials.
4. Engineering Services to include responses to contractor "Requests for Information" (RFIs) during the construction process.
5. Two (2) Progress Conference calls as requested by the client.
6. Compiling of Contractor Pay Requests.
7. The Punchlist Walkthrough shall include one (1) site visit to determine if the project was satisfactorily constructed in accordance with the plans. This element also includes the review of any correction work items as shown on the Punchlist and preparation of a Final Inspection Report.
8. Close-Out Documentation.
 - a. Review and approval of pay requests and invoicing
 - b. File project records (materials testing results, daily reports, etc.)
 - c. Review and approval of weekly payroll for contractors and sub-contractors
 - d. Review and approval of employee wage rates and interviews
9. DBE Tracking is included in this element.

Element 9 – Construction Inspection/Observation Services shall include part-time resident inspection service for the construction of the project for a seven (7) working day contract, estimating ten (10) hours per working day. Resident Project Representative will also attend the pre-construction meeting and Punchlist Walkthrough.



Element 10 – Airport Layout Plan (ALP) Update and Record Drawings shall include the following:

1. Preparation of record drawings utilizing data provided by the contractor at the completion of the project.
2. Preparation of an updated ALP for construction.

The fuel system design and details will be supplied by a subconsultant and shall also be responsible for the SPCC Plan and closure in-place of the existing fuel tank(s). A sub-contractor shall be used for a geotechnical report, environmental testing of the existing fuel tanks, and for the DBE Plan Update.

The design will be completed as per the proposed schedule shown below. This includes one (1), ten (10) business day review period by GDOT with their comments returned no later than the tenth business day. Any additional schedule days accrued during these review periods will result in a 1:1 extension of the project design schedule with no impact to the Engineer.

This project will be designed and constructed in accordance with the provisions of the FAA Advisory Circular 150/5300-13A, updated 7/24/2019. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA specifications with approval by agency.

Deliverables will consist of one (1) set each of the Construction Plan Set and Specifications in .pdf format to GDOT for review and comment at the 90% review and prior to the bidding phase. One (1) electronic set each of the final Construction Plan Set and final Specifications in .pdf format and one (1) electronic copy of the Construction Plan Set in AutoCad .dwg format will be provided to GDOT, along with one (1) set of the ALP Update Drawings, and one (1) set of the Record Drawings. One (1) electronic copy each of the ALP Update Drawings and Record Drawings in .pdf format will be provided to both the Sponsor and GDOT.

Project Scope Exclusions:

- Pre-Bid Meeting
- Final Engineer's Report
- Site Stormwater Drainage Design
- Erosion and Sediment Control Plan



Anticipated Project Schedule

Milestone/Activity	Date
Complete Design and Construction Scope GDOT Issue Design NTP	11/02/2020
GDOT 50% Plan Set Submission	11/23/2020
GDOT 90% Plan Set Submission	12/07/2020
GDOT 90% Comments	12/21/2020
GDOT 100% Plan Set Submission	12/29/2020
Bid Advertisement	12/30/2020
Bid Opening	01/29/2020



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

March 10, 2021

The Honorable Pete Stephens, Chairman
Decatur County Board of Commissioners
P. O. Box 726
Bainbridge, GA 39818

In Re: AP021-9046-31(087) Decatur
PID - T007522
Contract Amount - \$353,362.89

Dear Chairman Stephens:

Enclosed for execution by Decatur County is an electronic contract for FY2021 to construct a fuel facility phase I and DBE update FY21-23 at the Decatur County Industrial Air Park in Bainbridge, GA. This project contains \$316,666.65 of federal funds and \$36,696.24 of state funds with the local share of the cost being \$23,961.80.

As you are aware, the Department has transitioned to an electronic contract execution process. All pages needing signatures have been flagged with the individual's name to sign. However, instructions on how to complete the electronic contract will be emailed to all required to sign the contract. Please refer to these instructions as needed to complete the electronic process. Please do not hesitate to contact any member of the contracts staff listed below if you have any questions.

After the contract has been fully executed, the Department will issue an electronic notification indicating the contract process has been completed along with a copy of the executed contract. The contract is not valid until a written "Notice to Proceed" is received from GDOT's Intermodal office. The Decatur County Board of Commissioners must comply with all applicable FAA regulations, policies, procedures, and directives.

If you have further questions, please do not hesitate to contact Corzetta Motley, Contracts/Grants Manager, at (404) 631-1073 or Jewell Strozier, Contracts Specialist, at (404) 631-1826.

Sincerely,

Leigh Ann Trainer A digital signature stamp with a blue border. The text inside the stamp reads: "Digitally signed by Leigh Ann Trainer", "DN: c=US, e=ltrainer@dot.ga.gov, o=GDOT", "OU=Division of Intermodal, CN=Leigh Ann Trainer", and "Date: 2021.03.10 13:59:36-0500".

Leigh Ann Trainer, Assistant Director
Division of Intermodal

LAT:cam

Enclosures

Revised February 22, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT
AIRPORT PROJECT NO. AP021-9046-31 (087)
PID - T007522

DECATUR

****LIMITED PARTICIPATION****

STATE OF GEORGIA
FULTON COUNTY

**** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.**

THIS CONTRACT made and entered into on 3/29/2021, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and DECATUR COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

CONSTRUCT FUEL FACILITY PHASE I; DBE UPDATE FY21-23 AT THE DECATUR COUNTY INDUSTRIAL AIR PARK IN BAINBRIDGE, GA

Now, therefore, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T007522/AP021-9046-31(087) DECATUR, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2013 Edition, and the Supplemental Specifications, 2016 Edition and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated June 26, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as fully and to be same effect as if the same had been set forth at length in the body of this Contract.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This Contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is THREE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED TWENTY-FOUR and 69/100 Dollars (\$377,324.69). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of THIRTY-SIX THOUSAND SIX HUNDRED NINETY-SIX and 24/100 Dollars (\$36,696.24) and federal funds in the amount of THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED SIXTY-SIX and 65/100 Dollars (\$316,666.65) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state and federal share of the Project which is THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED SIXTY-TWO and 89/100 Dollars (\$353,362.89). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its pro rata share of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the Project is in the amount of TWENTY-THREE THOUSAND NINE HUNDRED SIXTY-ONE and 80/100 Dollars (\$23,961.80).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this Contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this Project shall be in accordance and compliance with the 2013 Edition of the Standard Specifications, of the DEPARTMENT, the Supplemental Specifications, 2016 Edition and Special Provisions included in Attachment A and made a part of this Contract and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata sheet dated June 26, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The Sponsor shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (complete the applicable statement):

is self-insured and all claims against SPONSOR will be handled through _____

OR

shall obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be name as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

a. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

b. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;

c. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.

d. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

3. The insurance certificate must provide the following:

a. Name, address, signature and telephone number of authorized agents.

b. Name and address of insured.

c. Name of Insurance Company.

d. Description of coverage in standards terminology.

e. Policy number, policy period and limits of liability.

f. Name and address of the DEPARTMENT as certificate holder.

g. Thirty (30) day notice of cancellation.

h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by

the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until MARCH 31, 2023, whichever comes first.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A § 36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of DECATUR COUNTY, who has been duly authorized by DECATUR COUNTY, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: DECATUR COUNTY

DATE: _____

DATE: 3/15/2021

COMMISSIONER (SEAL)

DocuSigned by:
Pete Stephens
SUBSCRIBER 1422...
CHAIRMAN


Pete Stephens

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by
DECATUR COUNTY
at a meeting held at:
203 W Broughton St, Bainbridge GA 39817

DATE: 3/15/2021

DocuSigned by:

CD2831359C33484... (SEAL)

CLERK
58-6000813

Federal ID/IRS #

DECATUR COUNTY INDUSTRIAL AIR PARK
BAINBRIDGE, GEORGIA

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS

GDOT PROJECT NUMBER: AP021-9046-31(087) Decatur
PID-T007522

CONSTRUCT FUEL FACILITY PHASE 1; DBE UPDATE FY 21-23

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	FEDERAL FUNDS %	FEDERAL FUNDS	FEDERAL FUNDS %	STATE FUNDS	
Part 1 Federal Funds FY19 - SBBG-025-2019											
1	FAA	Project Formulation	EA	6979.70	\$1.00	\$6,979.70	90%	\$6,281.73	0%	\$0.00	
2	FAA	Survey Work	EA	4317.28	\$1.00	\$4,317.28	90%	\$3,885.55	0%	\$0.00	
3	FAA	DBE Plan Update FY21-23	EA	12238.26	\$1.00	\$12,238.26	90%	\$11,014.43	0%	\$0.00	
4	FAA	Construction Plans	EA	57146.72	\$1.00	\$57,146.72	90%	\$51,432.05	0%	\$0.00	
5	FAA	Contract Documents	EA	3151.05	\$1.00	\$3,151.05	90%	\$2,835.95	0%	\$0.00	
6	FAA	Coordination, Review and Comments	EA	3788.59	\$1.00	\$3,788.59	90%	\$3,409.73	0%	\$0.00	
7	FAA	Bid Phase Services	EA	4990.47	\$1.00	\$4,990.47	90%	\$4,491.42	0%	\$0.00	
8A	FF-3	Permit, Construct and Install (1) 12,000 Gallon Aboveground AvGas Fuel Facility and (1) 12,000 Gallon Jet A Fuel Facility, etc.	EA	74,054.60	\$1.00	\$74,054.60	90%	\$66,649.14	0%	\$3,702.73	
Total Part 1 Federal Funds FY19								\$150,000.00		\$3,702.73	
Part 2 Federal Funds FY20 SBBG-030-2020								22153			
8B	FF-3	Permit, Construct and Install (1) 12,000 Gallon Aboveground AvGas Fuel Facility and (1) 12,000 Gallon Jet A Fuel Facility, etc.	EA	134,183.57	\$1.00	\$134,183.57	90%	\$120,765.21	10%	\$0.00	
9	C-105	Mobilization	EA	32,483.10	\$1.00	\$32,483.10	90%	\$29,234.79	10%	\$0.00	
Total Part 2 Federal Funds FY20								\$150,000.00		\$0.00	
Part 3 State Funds FY21								22153			
10	FF-1	Disposal of Residual AvGas Fuel	GAL	200	\$2.50	\$500.00	0%	\$0.00	0%	\$375.00	
11	FF-2	Disposal of Jet A Fuel	GAL	200	\$2.50	\$500.00	0%	\$0.00	0%	\$375.00	
12	610	Existing Underground Fuel Storage Tanks to be Closed and Removed	EA	2	\$19,640.00	\$39,280.00	0%	\$0.00	0%	\$29,480.00	
13	C-102	Construction Entrance/Exit, including Installation, Maintenance and Removal	EA	1	\$3,711.35	\$3,711.35	0%	\$0.00	0%	\$2,783.51	
Total Part 3 State Funds FY21								\$0.00		\$32,993.51	
Total Project Cost								\$300,000.00			\$36,696.24

Federal Grant and FAIN #	Award Date	Amount	Fund Source
3-13-SBBG-025-2019	7/22/2019	\$150,000.00	22147
3-13-SBBG-030-2020	7/27/2020	\$166,666.65	22153
State FY21	N/A	\$36,696.24	01211
Total Maximum Obligation of State and Federal Funds this Contract:			\$353,362.89

EXHIBIT B

CERTIFICATION OF COMPLIANCE WITH STATE AUDIT REQUIREMENT

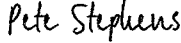
I hereby certify that I am the duly authorized representative of Decatur County whose address is 203 W. Broughton St. Bainbridge, Ga, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

3/15/2021

Date

DocuSigned by:

60BA7ABB1DE14A2...
 Name: Pete Stephens Signature
 Title: Chairman



**EXHIBIT C
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007522/AP021-9046-31(087) Decatur Construction Fuel Facility Phase I; DBE Update FY21-23

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

67807
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/14/2007
Date of Authorization

Decatur County
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Pete Stephens

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

DocuSigned by:
Pete Stephens

3/15/2021

60BA7ABB1DE14A2
Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: 3/15/2021

DocuSigned by:
[Signature]
Notary Public [NOTARY SEAL]

August 24, 2024

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

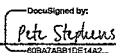
The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
 - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature:  _____
Name: Pete Stephens
Position: Chairman
Company: DECATUR COUNTY

ATTACHMENT A

Department of Transportation
State of Georgia

MARCH 2, 2021

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T007522/AP021-9046-31 (087) DECATUR
CONSTRUCT FUEL FACILITY PHASE 1; DBE UPDATE FY21-23 AT THE DECATUR COUNTY
INDUSTRIAL AIR PARK IN BAINBRIDGE, GA.

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

First Use Date 2013 Specifications: November 1, 2013

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

First Use Date 2013 Specifications: November 1, 2013

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of DECATUR COUNTY, who has been duly authorized by DECATUR COUNTY, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: DECATUR COUNTY

DATE: 3/26/2021

DocuSigned by:
Russell R McMurry
COMMISSIONER (SEAL)

DATE: 3/15/2021

DocuSigned by:
Pete Stephens
CHAIRMAN

Pete Stephens

PRINTED NAME

ATTEST: DocuSigned by:
Cynthia D. Mitchell
Treasurer

This Contract approved by

DECATUR COUNTY

at a meeting held at:

203 W Broughton St, Bainbridge GA 39817

DATE: 3/16/2021

Michelle B. Lebat
CLERK (SEAL)

58-6000813

Federal ID/IRS #

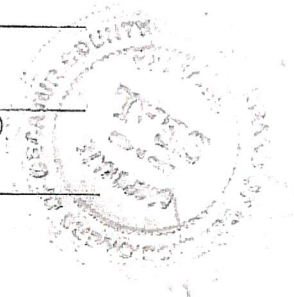




EXHIBIT C GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DECATUR COUNTY
Solicitation/Contract No./ Call No. or Project Description:	T007522/AP021-9046-31(087) Decatur Construction Fuel Facility Phase I; DBE Update FY21-23

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

67807
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

11/14/2007
Date of Authorization

Decatur County
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Pete Stephens

Chairman

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Pete Stephens

3/15/2021

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

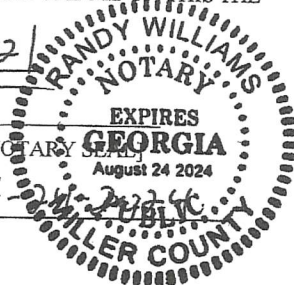
DATE: 3-16-2021

[Signature]

Notary Public

[NOTARY SEAL]

My Commission Expires: 8-24-2024



Decatur County, Georgia
 2020 Year End Budget Amendments
 For the Fiscal Year Ended June 30, 2020

General Fund		
Elections	Increase(decreased) Expenditures	\$ 46,000
Tax Commissioner	Increase(decreased) Expenditures	6,000
Magistrate	Increase(decreased) Expenditures	17,000
Probate	Increase(decreased) Expenditures	7,000
Emergency Management	Increase(decreased) Expenditures	6,500
Welfare	Increase(decreased) Expenditures	1,500
Industrial Park	Increase(decreased) Expenditures	230,000
Grant Revenues	(Increase) decreased Revenues	<u>(314,000)</u>
Net Overall Fund Change		<u>-</u>
Other Funds		
CDBG EIP - SRF		
Prior Year Resources	(Increased)Revenues	(27,000)
Expenditures	Increased Expenditures	<u>27,000</u>
Net Overall Fund Change		<u>-</u>
Decatur Co. Prison - SRF		
Revenues	(Increased)Revenues	(25,500)
Expenditures	Increased Expenditures	63,000
Prior Year Resources	(Increased) Use of Prior Year Resources	<u>(37,500)</u>
Net Overall Fund Change		<u>-</u>
Jail Inmate - SRF		
Revenues	(Increased)Revenues	(63,000)
Expenditures	Increased Expenditures	<u>63,000</u>
Net Overall Fund Change		<u>-</u>
Bond Debt Service Fund		
Revenues	(Increased)Revenues	(37,000)
Expenditures	Increased Expenditures	<u>37,000</u>
Net Overall Fund Change		<u>-</u>
Net Budget Amendment - ALL FUNDS	No net change in Overall Budget	<u>\$ -</u>

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, APRIL 13, 2021

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

ABSENT: GEORGE ANDERSON

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

Chairman Stephens requested to amend the agenda and add Paul Fryer under new business as 1a. Commissioner Davis made the motion to approve the agenda with the amendment. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

Captain Justin Bedwell Family and Marquail Jamal Jones, Jr. Commissioner Davis made the motion to approve both resolutions and the special presentations. Commissioner Barber seconded the motion. A vote was taken and unanimously approved. Chairman Stephens presented to Katherine and Georgia Bedwell the resolution recognizing and honoring the life and legacy of Captain Justin Williams Bedwell, which succumbed to his injuries sustained while serving to protect the citizens of Decatur County. Chairman Stephens presented the second resolution to Marquail Jamal Jones, Jr for his actions observed during the homecoming for Captain Justin Bedwell, copies of the resolutions are attached.

PUBLIC PARTICIPATION

There was no public participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held March 23, 2021, as presented. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

American Rescue Plan - Paul Fryer. Chairman Stephens recognized Paul Fryer, a representative from Congressman Bishop's office to discuss the American Rescue Plan and offer his assistance in how to spend the funds for the specific categories assigned. Mr. Fryer stated Decatur County would be getting \$5,120,893, which is based on the County's population and the unemployment

rate. Mr. Fryer stated the funds would be received in 2 increments and would have to be spent by the end of year 2024.

Southwest Georgia Regional Commission. Commissioner Stephens recognized Suzanne Angell, Executive Director of the Southwest Georgia Regional Commission. Mrs. Angell presented a Pilot Project for the region through AARP Age Friendly and Livable Communities Program. Mrs. Angell is requesting the Board to approve a Resolution ensuring Region 10 is a well-designed, livable region that promotes health and sustained economic growth for residents of all ages. Decatur County would be supporting the planning process and agrees to participate in the application process to be designated an "Age Friendly Region". Chairman Stephens recognized County Administrator Thomas who recommended approval to the Board. Commissioner Davis made the motion to approve the resolution, a copy of which is attached. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval for Contract Award – Water and Sewer to Serve A-1. Chairman Stephens recognized County Administrator Thomas who stated A-1 Truss Company would be locating at Decatur County's Industrial Park and Decatur County is required to supply water and sewer. County Administrator Thomas stated our engineer, Stacy Watkins has recommended accepting the low bid of \$444,289.37 from RPI Underground Inc. Mr. Watkins is familiar with the company and stated they're a reputable company. County Administrator Thomas stated 7 bids were received for this project and Decatur County is working with the Georgia Department of Community Affairs for a grant to provide for this service with little cost to the general fund. County Administrator Thomas recommends approval to the Board. Commissioner Brock made a motion to approve the contract. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Purchase of Service Truck for Public Works. Chairman Stephens recognized County Administrator Thomas who stated bid requests were advertised and provided to various vendors. County Administrator Thomas recommends the purchase of a 2021 Mack Model MD7 truck chassis in the amount of \$80,108.90, also 2 bids were received for the fuel truck body with Lube Specialist having the lowest bid of \$ 83,960 with a combined total cost of \$164,068.90. County Administrator Thomas stated the old service truck was a 2010 model and has 600,000 miles on it. Vice Chairman Brinson made a motion to approve the truck purchase. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Restaurant License-Vistal Management, LLC. - 2331 Dothan Road Dixitkumar Patel. Chairman Stephens recognized County Administrator Thomas who stated Dixitkumar Patel has met all the requirements for obtaining a restaurant license and recommends approval to the Board. Commissioner Davis made the motion to approve the restaurant license. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Alcoholic Beverage License-Vistal Management, LLC. - 2331 Dothan Road-Dixitkumar Patel. Chairman Stephens recognized County Administrator Thomas who stated Dixitkumar Patel has met all the requirements for obtaining an alcoholic beverage license and recommends approval to the Board. Vice Chairman Brinson made the motion to approve the alcoholic beverage license. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

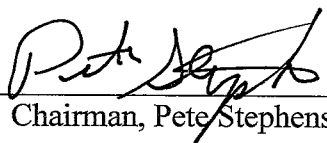
Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommends approval to the Board for the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Davis made the motion to approve the Errors and Releases. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

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

Approved: 
Chairman, Pete Stephens

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

Resolution
Board of Commissioners
Decatur County, Georgia

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA RECOGNIZING THE ACTIONS OF MARQUAIL JAMAL JONES, JR. OBSERVED DURING THE HOMECOMING FOR CAPTAIN JUSTIN BEDWELL ON MARCH 2, 2021.

WHEREAS, on Monday, March 1, 2021, Captain Justin Williams Bedwell, a devoted public servant and respected Captain of the Decatur County Sheriff's Department, moved from life here on earth to life eternal as a result of injuries he sustained while trying to protect Citizens of Decatur County, Georgia from the unlawful acts of others; and

WHEREAS, Captain Bedwell was honored with a processional on March 2, 2021 returning him from Leon County, Florida, back to Decatur County, Georgia; and

WHEREAS, many Citizens of Florida and Georgia stood along the processional route to honor Captain Bedwell; and

WHEREAS, the life of one of those citizens, Marquail Jamal Jones, Jr., had been profoundly affected by the acts of concern, encouragement, and kindness of Captain Justin Bedwell...acts which, according to Marquail, led to both an abiding friendship and positive changes in the life direction of Marquail; and

WHEREAS, at yet a young age, Marquail Jamal Jones, Jr. on March 2, 2021, not seeking recognition for himself, but out of the love, devotion and respect which he had for Captain Justin Bedwell, was observed during the homecoming processional for Captain Bedwell, standing at attention and saluting for more than half an hour while the procession for Captain Bedwell made its way through Bainbridge, Georgia; and

WHEREAS, with these acts of respect for Captain Bedwell, Marquail Jamal Jones, Jr. reminded all of us, and taught some of us that respect is obtained not when we demand it, or compel it or wish for it, but naturally comes when we show with our living, our actions and our words respect and love for others;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Decatur County, Georgia join with Citizens near and far in commending Marquail Jamal Jones, Jr. for the acts of respect shown for Captain Justin Bedwell and for the lesson he taught all of us by simply doing what was right and just, not for recognition, but because rightness and justice demanded it.

Introduced, read and adopted at the regular meeting of the Board of Commissioners of Decatur County, Georgia this 13th day of April, 2021.



Pete Stephens, Chairman, Board of Commissioners



Michelle West, County Clerk

Resolution
Board of Commissioners
Decatur County, Georgia

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA RECOGNIZING AND HONORING THE LIFE AND LEGACY OF CAPTAIN JUSTIN WILLIAMS BEDWELL.

WHEREAS, Captain Justin Williams Bedwell, husband of his beloved wife Katherine Henderson Bedwell, father to Maddie Lue Chapman, and son of Georgia Williams Bedwell and Terry W. Bedwell, was a man of honor who served Citizens of Decatur County, Georgia as a Captain with the Decatur County Sheriff's Department; and

WHEREAS, on Monday March 1, 2021, Captain Bedwell succumbed to injuries he sustained during his valiant effort to protect Citizens of Decatur County from the evil acts of others; and

WHEREAS, the skill, devotion and service of Captain Bedwell as a law enforcement officer and as a public servant has been recognized far and wide; and

WHEREAS, the traits demonstrated by Captain Bedwell in his daily living and walk through his life included abundant acts of love of family, abundant acts of love for his fellow man, abundant acts of love for his community and abundant acts of love for his Creator; and

WHEREAS, this Board is convinced, and sure, that when it comes to the life and legacy of Captain Justin Williams Bedwell it can be said that the works that he did, and the life that he lived, will eternally speak for him and endear him to the hearts and minds of others;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Decatur County, Georgia, join with others in recognizing the life and legacy of Captain Justin Williams Bedwell and in expressing our deep sympathy to Katherine, Maddie, and Georgia. We wish you comfort in the days ahead.

Introduced, read and adopted at the regular meeting of the Board of Commissioners of Decatur County, Georgia this 13th day of April, 2021



Pete Stephens

Pete Stephens, Chairman, Board of Commissioners

Michelle West

Michelle West, County Clerk

AGE FRIENDLY REGION DESIGNATION RESOLUTION

WHEREAS, the health and safety of residents of all ages is of highest concern to the cities and counties in Region 10; and

WHEREAS, Region 10 is comprised of 14 Counties and 43 cities with an estimated population of 350,000, and

WHEREAS, as the Region 10 population ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, planning processes including housing, transportation, community revitalization and economic development plans should include the needs of all people regardless of age, income, physical ability, race, and other factors of older adults; and


WHEREAS, community decisions on land-use, housing, and transportation should be consistent with comprehensive plans that have been developed with public input; and

WHEREAS, the cities and counties in Region 10 are committed to giving their older residents the opportunity to live rewarding, productive and safe lives;

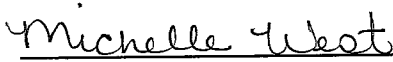
NOW, THEREFORE, BE IT RESOLVED that in order to ensure Region 10 is a well- designed, livable region that promotes health and sustained economic growth for residents of all ages, the counties and jurisdictions within support the planning process and agree to participate in the application process to be designated an "Age Friendly Region."

Adopted this the 13th day of April, 2020.

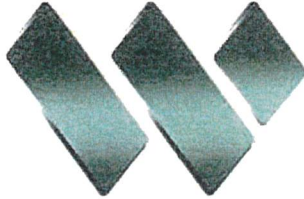
**DECAUTR COUNTY
BOARD OF COMMISSIONERS**



Pete Stephens, Chairman



Michelle West, County Clerk



WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

March 25, 2021

Chairman Pete Stephens
Decatur County Board of Commissioners
203 West Broughton Street
Bainbridge, GA 39817

Subject: Decatur County, Georgia
WSI to Serve A1 Industries of Georgia
W&A Project No.: W0405-023-01

Dear Mr. Stephens:

As you are aware, bids were received and opened for the project titled "WSI to serve A1 Industries of Georgia" on March 25, 2021. A total of seven (7) bids were opened. RPI Underground, Inc, with a base bid of \$444,289.37 was determined to be the apparent low bidder.

After reviewing the bids received, Watkins & Associates, LLC recommends that the Decatur County Board of Commissioners enter into an agreement with RPI Underground, Inc, to construct the project "WSI to Serve A1 Industries of Georgia in the amount of \$444,289.37.

I have enclosed four (4) copies of the Bid Tabulation for your use and review. Please note that the Bid Tabulation reflects all bids received. I have also enclosed four (4) copies of the *Notice of Award* and *Contract Agreement*. If in agreement, please have all four copies, of each section, executed and returned to me as soon as possible. We will then forward to the Contractor for their signature and will request Payment and Performance Bonds.

Please contact me if you should have any questions or need additional information.

Sincerely,

WATKINS & ASSOCIATES, LLC


Stacy Watkins, P.E.

Enclosures: (4) Notice of Award
(4) Contract Agreement
(4) Bid Tabulation

CC: Project File

T: 229.388.8823 / 103 WEST 6TH ST., TIFTON, GA 31794 / WWW.WATKINSENG.COM

NOTICE OF AWARD

SECTION 00510

Date of Issuance: _____ Owner's Contract No.: 1 of 1
Owner: Decatur County Board of Commissioners Engineer's Project No.: W0405-023-01
Engineer: Watkins & Associates, LLC
Project: Water & Sewer Improvements to serve A1 Industries of Georgia, LLC
Bidder: RPI Underground, Inc.
Bidder's Address: 119 Blanchard Street, Valdosta, GA 31601

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 25, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water & Sewer Improvements to serve A1 Industries of Georgia, LLC
[Project]

The Contract Price of the awarded Contract is: \$444,289.37, subject to unit prices.

Four (4) unexecuted counterparts of the Agreement and four (4) copies of the Contract Documents accompany this Notice of Award.

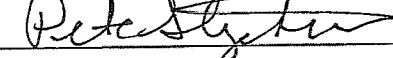
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) four (4) copies of the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Decatur County Board of Commissioners



Authorized Signature

By: Pete Stephens

Title: Chairman

Copy: Engineer

END OF SECTION

Decatur County Board of Commissioners
Water Sewer Improvements to Serve
A1 Industries of Georgia, LLC

W&A Project No.: W0405-023-01

00510-1

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CONTRACT AGREEMENT

SECTION 00520

THIS AGREEMENT is by and between The Decatur County Board of Commissioners (“Owner”) and
RPI Underground, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all Work required to perform the construction of the project titled Water & Sewer Improvements to serve A1 Industries of Georgia, LLC to include installation of approximately ±7,300 linear feet of 8-inch and 12-inch PVC water main, with fire hydrants, valves, fittings, erosion control, NPDES monitoring, traffic control, and all other incidental items required for a complete project for the Owner. This work will be awarded in one (1) contract with a 180 consecutive calendar day construction schedule.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Watkins & Associates, LLC.
- 3.02 The Owner has retained Watkins & Associates, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

- A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 194 days after the date when the Contract Times commence to run.

- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1: All 12” Water Main Improvements shall be completed by July 1, 2021.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

CONTRACT AGREEMENT

SECTION 00520

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Four Hundred Forty Four Thousand Two Hundred Eighty Nine Dollars and Thirty Seven Cents (\$444,289.37)

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments

CONTRACT AGREEMENT

SECTION 00520

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 [Not Used]

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CONTRACT AGREEMENT

SECTION 00520

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.

CONTRACT AGREEMENT

SECTION 00520

7. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: Water Sewer Improvements to serve A1 Industries of Georgia, LLC, listed as follows:

Sheet No.	Drawing Title
-	Title Sheet
G1	Site Plan, Notes & Legend
C1-C10	Water & Sewer Improvements
C11-C13	Water Main Details
EC1-EC2	ES & PC Checklist
EC3	Soil and Topography Maps
EC4	ES & PC Details

8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
- a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CONTRACT AGREEMENT

SECTION 00520

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

CONTRACT AGREEMENT

SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
Decatur County Board of Commissioners

Pete Stephens
signature

CONTRACTOR:
RPI Underground, Inc.

signature

By: Pete Stephens

By: Kenny Thatcher

Title: Chairman

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Michelle B. West

Attest: _____

Title: County Clerk

Title: _____

Address for giving notices:

Address for giving notices:

Decatur County Board of Commissioners

RPI Underground, Inc.

203 West Broughton Street

119 Blanchard Street

Bainbridge, GA 39817

Valdosta, GA 31601

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION



ITEM NO.	DESCRIPTION	QTY	UNIT	RPJ Underground, Inc. 119 Blanchard Street Valdosta, GA 31601		Blinkenbush Contracting, Inc. P.O. Box 1178 Dorhain, AL 36902		Green's Backhoe P.O. Box 2624 Thomasville, GA 31799		HUS Construction P.O. Box 90756 Albany, GA 31708		Little River Contractors P.O. Box 631 Omae, GA 31775		POFCO, Inc 1795 Irving Street Albany, GA 31705		JVA 2000 W. Savannah Avenue Valdosta, GA 31601	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	N/PDES Stormwater Monitoring per Permit G.A.R10002 (See Note)	6	Mo.	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00
2	Bonds & Insurance	1	L.S.	12,940.47	\$12,940.47	8,500.00	\$8,500.00	16,050.00	\$16,050.00	3,293.95	\$3,293.95	33,075.60	\$33,075.60	31,400.00	\$31,400.00	19,374.61	\$19,374.61
3	Traffic Control per the MUTCD	1	L.S.	6,100.00	\$6,100.00	1,000.00	\$1,000.00	6,600.00	\$6,600.00	3,000.00	\$3,000.00	1,000.00	\$1,000.00	6,435.00	\$6,435.00	30,000.00	\$30,000.00
4	Mobilization/Demobilization	1	L.S.	8,500.00	\$8,500.00	6,500.00	\$6,500.00	18,000.00	\$18,000.00	20,000.00	\$20,000.00	40,000.00	\$40,000.00	22,310.00	\$22,310.00	25,000.00	\$25,000.00
5	Temporary Mutch DMI (1.5 ton)	2.5	Ton	7,000.00	\$17,500.00	5,000.00	\$12,500.00	8,500.00	\$19,250.00	3,500.00	\$7,000.00	1,500.00	\$3,000.00	946.00	\$1,892.00	1,200.00	\$2,400.00
6	Temporary Grading (DSE)	1.7	Ac.	1,200.00	\$2,040.00	1,425.00	\$1,710.00	650.00	\$787.50	750.00	\$900.00	600.00	\$720.00	1,400.00	\$1,680.00	2,000.00	\$2,400.00
7	Permanent Grading (DSE)	2.0	Ac.	1,500.00	\$3,000.00	1,625.00	\$3,250.00	950.00	\$1,900.00	1,015.00	\$2,030.00	1,500.00	\$3,000.00	2,300.00	\$4,600.00	4,750.00	\$9,500.00
8	Hydroseal Check Dam (24")	2	Ln	31.00	\$62.00	27.75	\$55.50	40.00	\$80.00	25.00	\$50.00	35.00	\$70.00	32.50	\$65.00	29.00	\$58.00
9	3" Poly Sheet Pile Bracer (SH-S)	669	L.F.	31.46	\$20,840.14	3,003.90	\$95,320.20	3,875.55	\$122,479.75	3,255	\$102,165.00	3,149.25	\$102,723.75	3,149.25	\$102,723.75	3,149.25	\$102,723.75
10	2" x 12" x 12" Concrete Form	110	L.F.	31.46	\$3,480.60	4.00	\$124.00	38.00	\$1,178.00	38.00	\$1,178.00	38.00	\$1,178.00	38.00	\$1,178.00	38.00	\$1,178.00
11	8" PVC Watermain, Class 150	4,810	L.F.	23.10	\$111,161.10	11,111.00	\$257,132.10	143,401.50	\$3,312,501.75	29,485	\$687,157.50	132,275.00	\$3,051,225.00	26,000	\$594,000.00	99,000	\$2,275,500.00
12	12" PVC Watermain, Class 150	2,800	L.F.	38.00	\$106,400.00	10,200.00	\$387,600.00	10,200.00	\$387,600.00	40,750	\$1,548,375.00	96,600.00	\$3,662,400.00	39,000	\$1,476,000.00	47,000	\$1,780,800.00
13	Concrete Valve Marker	10	EA	50.00	\$500.00	30.00	\$300.00	300.00	\$3,000.00	80.00	\$800.00	80.00	\$800.00	75.00	\$750.00	75.00	\$750.00
14	6" Gate Valve with Box	16	EA	990.00	\$15,840.00	1,105.00	\$11,680.00	1,465.00	\$14,575.00	1,445.00	\$14,025.00	1,425.00	\$13,800.00	1,230.00	\$11,880.00	1,230.00	\$11,880.00
15	8" Gate Valve with Box	4	EA	2,790.00	\$11,160.00	3,400.00	\$13,640.00	5,784.00	\$23,136.00	2,000.00	\$7,600.00	1,200.00	\$4,560.00	2,812.00	\$11,248.00	2,812.00	\$11,248.00
16	12" Gate Valve with Box	2	EA	3,325.50	\$6,651.00	4,000.00	\$16,000.00	10,880.00	\$43,520.00	4,000.00	\$16,000.00	3,200.00	\$12,800.00	4,952.00	\$19,808.00	4,952.00	\$19,808.00
17	3" x 3/8" Tapping Sleeve and Gate Valve with Box	3	EA	2,400.00	\$7,200.00	3,360.00	\$10,080.00	4,818.00	\$14,454.00	5,190.00	\$15,570.00	5,190.00	\$15,570.00	5,190.00	\$15,570.00	5,190.00	\$15,570.00
18	3-Way Fire Hydrant	16	EA	2,400.00	\$38,400.00	2,864.00	\$45,824.00	4,524.00	\$68,364.00	3,700.00	\$55,200.00	2,419.00	\$36,285.00	2,419.00	\$36,285.00	2,419.00	\$36,285.00
19	Ductile Iron Fittings (Compress. WI)	2,065	LBS.	5.30	\$10,939.50	8.00	\$42,400.00	16,160.00	\$85,808.00	6.50	\$34,275.00	13,500	\$71,250.00	9,000	\$47,250.00	17,875	\$93,612.50
20	4" Meter Assembly (See Detail Sheet C2)	1	L.S.	13,300.00	\$13,300.00	17,000.00	\$17,000.00	17,000.00	\$17,000.00	20,500.00	\$20,500.00	22,500.00	\$22,500.00	23,500.00	\$23,500.00	31,000.00	\$31,000.00
21	16" Steel Casting, Open Cut	200	L.F.	83.50	\$16,700.00	88.00	\$17,600.00	67,996.00	\$5,639.76	89.98	\$17,996.00	150.00	\$3,000.00	126.00	\$2,520.00	230.00	\$4,600.00
22	20" Steel Casting, Jack & Bore	30	L.F.	265.00	\$7,950.00	7,950.00	\$23,850.00	23,850.00	\$71,550.00	28.50	\$855.00	28.50	\$855.00	28.50	\$855.00	28.50	\$855.00
23	Testing and Disinfection of Watermain	7,320	L.F.	1,987.00	\$14,552.40	1,987.00	\$14,552.40	3,677.00	\$28,008.60	2,365.40	\$18,381.20	2,500.00	\$19,500.00	2,500.00	\$19,500.00	2,500.00	\$19,500.00
24	8" Watermain Termination	1	EA	4,030.00	\$16,120.00	5,385.00	\$21,540.00	10,770.00	\$43,080.00	3,315.00	\$13,260.00	2,300.00	\$9,200.00	2,300.00	\$9,200.00	2,300.00	\$9,200.00
25	Remove Existing Fire Hydrant	2	EA	1,400.00	\$2,800.00	1,300.00	\$2,600.00	2,100.00	\$4,200.00	775.00	\$1,550.00	775.00	\$1,550.00	775.00	\$1,550.00	775.00	\$1,550.00
26	Concrete Pavement Replacement	22	EA	190.00	\$3,800.00	2,100.00	\$42,000.00	2,100.00	\$42,000.00	486.00	\$9,720.00	500.00	\$10,000.00	500.00	\$10,000.00	500.00	\$10,000.00
27	Remove Chip and Tie to Existing 12" Watermain	1	EA	945.00	\$945.00	2,928.00	\$29,280.00	265.00	\$2,650.00	80.00	\$800.00	75.00	\$750.00	75.00	\$750.00	75.00	\$750.00
28	Concrete Slab (4" x 8' x 8')	10	C.Y.	100.00	\$1,000.00	945.00	\$9,450.00	5,976.00	\$59,760.00	498.00	\$4,980.00	498.00	\$4,980.00	498.00	\$4,980.00	498.00	\$4,980.00
29	Concrete Slab (4" x 8' x 8')	20	C.Y.	190.00	\$1,900.00	1,700.00	\$17,000.00	10,770.00	\$107,700.00	2,660.00	\$26,600.00	2,660.00	\$26,600.00	2,660.00	\$26,600.00	2,660.00	\$26,600.00
30	Cap Existing 8" Water Main	31	EA	1,100.00	\$34,310.00	6,600.00	\$20,340.00	5,500.00	\$17,050.00	875.00	\$27,125.00	800.00	\$24,000.00	800.00	\$24,000.00	800.00	\$24,000.00
31	Cap Existing 6" Water Main	6	EA	500.00	\$3,000.00	1,600.00	\$9,600.00	1,600.00	\$9,600.00	1,600.00	\$9,600.00	1,600.00	\$9,600.00	1,600.00	\$9,600.00	1,600.00	\$9,600.00
32	16" x 8" Spiral Sticker Main	2	EA	740.00	\$1,480.00	1,180.00	\$2,360.00	2,175.00	\$4,350.00	2,200.00	\$4,400.00	2,200.00	\$4,400.00	2,200.00	\$4,400.00	2,200.00	\$4,400.00
33	Drum & Hill Existing Brick Manhole	7	C.Y.														
Total Construction Costs				\$	444,280.37	\$	496,912.50	\$	523,390.45	\$	556,728.70	\$	548,347.00	\$	585,901.48	\$	682,804.11

ITEM NO.	DESCRIPTION	QTY	UNIT	RPJ Underground, Inc. 119 Blanchard Street Valdosta, GA 31601		Blinkenbush Contracting, Inc. P.O. Box 1178 Dorhain, AL 36902		Green's Backhoe P.O. Box 2624 Thomasville, GA 31799		HUS Construction P.O. Box 90756 Albany, GA 31708		Little River Contractors P.O. Box 631 Omae, GA 31775		POFCO, Inc 1795 Irving Street Albany, GA 31705		JVA 2000 W. Savannah Avenue Valdosta, GA 31601	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	6" Hydrant Extension, 6' Length		EA	992.00	\$992.00	795.00	\$795.00	945.00	\$945.00	815.00	\$815.00	720.00	\$720.00	936.00	\$936.00	1,309.00	\$1,309.00
B	6" Hydrant Extension, 12' Length		EA	1,100.00	\$1,100.00	840.00	\$840.00	1,020.00	\$1,020.00	1,030.00	\$1,030.00	980.00	\$980.00	1,287.00	\$1,287.00	1,500.00	\$1,500.00
C	6" Hydrant Extension, 18' Length		EA	1,290.00	\$1,290.00	866.00	\$866.00	1,150.00	\$1,150.00	1,295.00	\$1,295.00	1,190.00	\$1,190.00	1,572.00	\$1,572.00	1,800.00	\$1,800.00
D	6" Hydrant Extension, 24' Length		EA	1,478.00	\$1,478.00	1,078.00	\$1,078.00	1,300.00	\$1,300.00	1,450.00	\$1,450.00	1,200.00	\$1,200.00	1,622.00	\$1,622.00	2,100.00	\$2,100.00
E	Trench Stabilization		C.Y.	55.00	\$55.00	32.00	\$32.00	95.00	\$95.00	65.00	\$65.00	75.00	\$75.00	87.25	\$87.25	100.00	\$100.00
F	#67 Stone		Ton	64.00	\$64.00	90.00	\$90.00	49.50	\$49.50	130.00	\$130.00	100.00	\$100.00	81.90	\$81.90	100.00	\$100.00
G	Rock Excavation		C.Y.	139.40	\$139.40	N/A	\$0.00	135.00	\$135.00	473.50	\$473.50	108.00	\$108.00	117.00	\$117.00	1,000.00	\$1,000.00
Total Construction Costs				\$	444,280.37	\$	496,912.50	\$	523,390.45	\$	556,728.70	\$	548,347.00	\$	585,901.48	\$	682,804.11

Alternate Bid Items to be used at the request of the Owner
 Owner reserves right to select Alternate Bid Items in descending (lowest, responsive and responsible bidder for this project.
 Thursday, March 25, 2021

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on:

Stacy Watkins, P.E. (GA, Reg No.: 76362)



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

3/23/2021

E & R / NOD - Mobile Home Tax Digest

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed no longer on property

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B3 I	21st Mortgage Corp	\$ 39,722.00	\$ -	Mobile Home moved to Gadsden County since 2019
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed no longer on property

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B3 I	21st Mortgage Corp	\$ 39,722.00	\$ -	Mobile Home moved to Gadsden County since 2019
5 35	Allen, Bobby J	\$ 100.00	\$ 1.00	Mobile Home not livable-terrible condition
85A 293	Amerson, Loyd Scott	\$ 9,490.00	\$ -	Mobile Home moved to Coffee County in 2020
105 5	Boyett, James Paxton	\$ 22,600.00	\$ 22,600.00	MH Detitled 1/7/21
74A 107	Boyett, R H	\$ 3,672.00	\$ -	Mobile Home Demolished Permit # 20DC-DEM09
31 16 K	Brock, Carl	\$ 11,261.00	\$ -	Mobile Home Moved to Mitchell Co as of July 2020
97 9	Burns, Willie James	\$ 5,086.00	\$ 1.00	Appeal review
74A 88	Brown, Tashobia Michelle	\$ 5,488.00	\$ 5,488.00	Send new owner a 2021 MH tax bill. Purchased Nov 2020
65 23	Cawvey, Linda J	\$ 16,071.00	\$ 16,071.00	Homestead was removed
8 26 D1	Clees, Lora Christine	\$ 1,408.00	\$ -	Mobile Home Demolished
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed No longer on property
80 20 3	Cowart, Jessie Charles	\$ 6,497.00	\$ -	Mobile Home Detitled in March 2019
87 25 A	Duke, Edwin Ralph	\$ 8,793.00	\$ -	Mobile Home Demolished 2020
45 18 E	Eakin, Sherry	\$ 6,700.00	\$ 6,700.00	Moved MH to Prebill for 2021
62A 17	Ezekiel, Merritt A	\$ 1.00	\$ -	Mobile Home Destroyed in Hurricane 2018
74A 101	Dukes, Betty Sue	\$ 500.00	\$ -	Mobile Home Demolished Demo Permit
14 18	Earp, Joshua Warren	\$ 3,295.00	\$ -	Mobile Home Burned down March 6, 2020
76 19	Edwards, Darryl L & Pamela D Borden	\$ 8,070.00	\$ -	Mobile Home Demolished 2020
16A 12	Ethridge, Debora Denise	\$ 12,702.00	\$ 12,702.00	MH Moved to prebill for 2021 tax year
63 2 Q	Funck, Ronald	\$ 52,109.00	\$ 52,109.00	MH Moved to prebill for 2021 tax year
28A 22	Gainous, Connie Guarro & Jeter, Kimberly Michelle	\$ 11,335.00	\$ 11,335.00	Owner applied for Homestead Refund \$141.61
106 13 A	Givens, Jean R	\$ 3,654.00	\$ 1.00	Mobile Home No Value
89 9	Green, Ruthie Lee Etal	\$ 9,922.00	\$ -	Owner now Homestead for 2021 tax year
68C 72	Greenway, Kenneth David	\$ 6,893.00	\$ 1.00	Mobile Home not livable SV @ \$1
BJ01 27	Harrell, William Travis	\$ 97,378.00	\$ -	Moved to Homestaed delete from 2021 MH Digest
76 19 I	Henry, Haywood Jr & Brown, Alice	\$ 6,188.00	\$ 6,188.00	Homestead Removed 2020



Mark Harrell
DECATUR COUNTY TAX COMMISSIONER
P.O. Box 246 / 112 W. Water St
Bainbridge, GA 39818
Phone:248-3021 / Fax: 248-2110

3/23/2021

E & R / NOD - Property Tax Digest

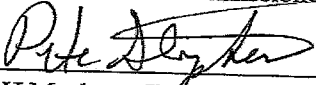
2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
31 56 A	Braswell, Joe A & Linda G	\$ 225,077.00	\$ 209,497.00	Appeal Finalized
B81A 40	Close, Diana C	\$ 63,816.00	\$ 59,552.00	Appeal Finalized Refund \$57.03
107 16	Cook, Margaret J	\$ 122,191.00	\$ 113,633.00	Appeal Finalized
70 21 A	Cutchens, Beverly S	\$ 222,326.00	\$ 221,375.00	Appeal Finalized Refund \$106.93
B26 3	Dorval, Yury	\$ 82,310.00	\$ 64,601.00	Appeal Finalized Refund \$236.96
28A 21	Earnest Family Trust Doyle & Nettie Earnest as Trustees	\$ 75,100.00	\$ 56,251.00	Appeal Finalized Refund \$94.75
82 7 B	Garza-Tirado, Sergio Samuel	\$ 78,705.00	\$ 55,578.00	Appeal Finalized Refund \$141.43
72 38 A	Gay, Robert Lindsay & Frances Thomas	\$ 169,488.00	\$ 158,610.00	Appeal Finalized
B35 101	Hamblin, Hortense	\$ 91,539.00	\$ 85,164.00	Appeal Finalized Refund \$85.33
B73 8 A	Key, Leroy & Ann L	\$ 256,390.00	\$ 244,571.00	Appeal Finalized
B71 36	Mann, Bruce D & Susan K	\$ 218,811.00	\$ 211,071.00	Appeal Finalized
B75 17	Phillips, Willie P	\$ 106,557.00	\$ 99,017.00	Appeal Finalized Refund \$100.89
84C 4	Rentz, Patsy J	\$ 183,590.00	\$ 180,042.00	Appeal Finalized Refund \$44.34
B49 24	Rich, Robert L III	\$ 61,346.00	\$ 58,646.00	Appeal Finalized
B79 4	Rich, R L & Co	\$ 836,500.00	\$ 627,375.00	Appeal Finalized Refund \$1,119.20
64 1	Sanders, Jimmy W	\$ 165,075.00	\$ 156,402.00	Appeal Finalized
B68 1 H	Selman Place LP	\$ 896,230.00	\$ 856,330.00	Appeal Finalized Refund \$697.92
B81 23	Shirah, Carl J & Ziedra S	\$ 67,384.00	\$ 61,800.00	Appeal Finalized
60 39 B	Shaw Industries Inc #70	\$ 12,141,819.00	\$ 9,725,878.00	Appeal Finalized Refund \$30,183.81
35 14	Flint River Mills Inc	\$ 1,172,735.00	\$ 1,172,735.00	Breach of Covenant Penalty \$3,679.29
36 11 B1	Flint River Mills Inc	\$ 65,796.00	\$ 65,796.00	Breach of Covenant Penalty \$194.63
36 11 B	Johnson, David W & Catherine	\$ 103,961.00	\$ 103,961.00	Breach of Covenant Penalty \$1,218.16
29 32	Lee, Beth Poitevint & Amy A	\$ 51,177.00	\$ 51,177.00	Breach of Covenant Penalty \$2,263.39
74 89	Meredith, William E Jr & Wanda K	\$ 144,199.00	\$ 144,199.00	Breach of Covenant Penalty \$2,839.02
36 3	Murray, Gregory V & Dale W	\$ 503,657.00	\$ 503,657.00	Breach of Covenant Penalty \$6,651.18
29 30	Poitevint, Alec L II As Trustee	\$ 113,112.00	\$ 113,112.00	Breach of Covenant Penalty \$171.68
29 1 C1	Poitevint, Alec L II As Trustee	\$ 41,739.00	\$ 41,739.00	Breach of Covenant Penalty \$750.20
29 1	Poitevint, Margaret Amanda	\$ 117,579.00	\$ 117,579.00	Breach of Covenant Penalty \$4,857.27

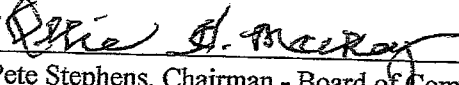
36 8	Woodson, Margie G	\$ 345,574.00	\$ 345,574.00	Breach of Covenant Penalty \$4,285.85
36 9	Woodson, Margie G	\$ 125,343.00	\$ 125,343.00	Breach Of Covenant Penalty \$3,948.98
36 44	Woodson, Margie G	\$ 78,319.00	\$ 78,319.00	Breach of Covenant Penalty \$932.08
		\$ 18,927,445.00	\$ 16,108,584.00	



Mark Harrell - Tax Commissioner



Oille H Mackey - Tax Assessor



Pete Stephens, Chairman - Board of Commissioners

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, APRIL 27, 2021

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

ABSENT: BOBBY BARBER JR

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 7:00 p.m. After the call to order, Chairman Stephens gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

County Administrator Thomas requested to add executive session at the end of agenda to discuss real estate acquisition. Vice Chairman Brinson made the motion to approve the agenda with the amendment. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There was none.

PUBLIC PARTICIPATION

Murry White was present to discuss Boutwell Road. Mr. White stated he felt the County was encroaching on his father's land while maintaining the Boutwell Road and wanted the encroachment to end. Chairman Stephens stated the Board would review his complaint regarding Boutwell Road and be in contact with him following a site visit and further investigation of the complaint.

APPROVAL OF MINUTES

Commissioner Davis made a motion to approve the minutes of the Commissioners' Meeting held April 13, 2021, as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

PUBLIC HEARING – DECATUR COUNTY JOINT COMPREHENSIVE PLAN

Vice Chairman Brinson made a motion to exit the regular session and go into the Public Hearing. Commissioner Brock seconded the motion. A vote was taken and unanimously approved. Chairman Stephens recognized Barbara Reddick, Deputy Director of the Southwest Georgia Regional Commission who stated it was time to update the 5-year Comprehensive Plan. Ms. Reddick stated before any work could be done on the plan a public meeting must be held to notify the public. The plan is governed under the rules of the Georgia Department of Community Affairs. Mrs. Reddick stated there is a timeline for updating the plan and the plan had to be complete by October 2022. Mrs. Reddick also stated it is a joint comprehensive plan which includes the cities of Attapulgus, Brinson and Climax and each municipality must be represented. There being no comments from the public, Vice Chairman Brinson made a motion to enter back into the regular session. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Proclamation – National Donate Life Month. Commissioner Brock made a motion to approve the proclamation, a copy of which is attached. Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Decatur County Department of Family and Children Services – Jackie Bridges. Jackie Bridges was not in attendance.

Consider Appointment – Decatur County Department of Family and Children Services. Chairman Stephens recognized County Administrator Thomas who stated the term of Erika Mills will expire June 30, 2021 and Ms. Mills had agreed to serve another term. County Administrator Thomas recommended approval to the Board. Commissioner Davis made a motion to approve the appointment. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

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

Easement Comments – Sam Dunn. Chairman Stephens recognized Sam Dunn who presented a petition requesting the County to keep open and maintain Ronnie Lambert Road. After some discussion, Chairman Stephens recognized County Attorney Kirbo who told Mr. Dunn that Decatur County was in litigation with Larry Fountain about this road and suggested that Mr. Dunn and his neighbors hire an attorney to voice their concerns.

Executive Session – Real Estate Acquisition. Vice Chairman Brinson made a motion to go into executive session. Commissioner Davis seconded the motion. A vote was taken and unanimously approved. Commissioner Davis made a motion to go into regular session. Commissioner Brock seconded the motion. A vote was taken and unanimously approved. Chairman Stephens stated the Board has authorized County Attorney Kirbo and County Administrator Thomas to pursue the real estate acquisition of property located within the Bethel Heights Subdivision for use as a drainage area.

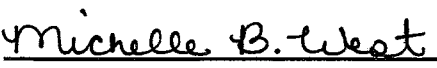
COMMISSIONERS/ADMINISTRATOR'S REMARKS

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 Davis seconded the motion. A vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



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 110,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which over 4,400 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 www.donatelifegeorgia.org 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, Pete Stephens, Chairman of the **Decatur County Board of Commissioners** do hereby proclaim April 2021 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 www.donatelifegeorgia.org, to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation

ATTEST: Michelle West
Michelle West, County Clerk

DECATUR COUNTY
BOARD OF COMMISSIONERS
Pete Stephens
Pete Stephens, Chairman

A Donate Life Organization





Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone:248-3021 / Fax: 248-2110

4/14/2021

E & R / NOD - Mobile Home Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
72 8	Grant Jack	\$ 58,301.00	\$ -	Owner applied for homestead for 2021. Delete MH tax bill.
31 99 C	Jones Monroe & Renita	\$ 11,670.00	\$ 11,670.00	Homestead removed for 2021.
21D 3	Lawson David Wade & Jan Lee	\$ 77,673.00	\$ 77,673.00	Owner applied for homestead for 2021. Delete MH tax bill. Refund \$970.42 to owners.
97 2 C02	Roberts Holley Morris	\$ 49,685.00	\$ -	Delete 2021 MH tax bill. Owner applied for homestead for 2021.
77 9 B	Stewart Kitty L	\$ 15,571.00	\$ 15,571.00	Delete 2021 MH tax bill. Owner applied for homestead for 2021.
60 11	Tindell Robert Samuel K	\$ 12,984.00	\$ 12,984.00	Delete 2021 MH tax bill. Owner applied for homestead for 2021.

E & R / NOD -Property Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B 67 79A	Bainbridge Associates	\$ 939,772.00	\$ 824,996.00	Finalized appeal.
B 96C 10	Geslak Frank W Jr & Sharon B	\$ 307,986.00	\$ 304,685.00	Finalized appeal. Refund \$44.16 to Lereta.
		\$ 1,473,642.00	\$ 1,247,579.00	

Mark Harrell - Tax Commissioner

Oille H Mackey - Tax Assessor

Pete Stephens, Chairman - Board of Commissioners