

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JANUARY 25, 2022

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

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Chairman Stephens amended the agenda to remove item numbers 2 and 4. Commissioner Brock 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

There was no Public Participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held January 11, 2022, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Proposed Animal Ordinance – Steve O'Neil. No action taken. Item number two (2) withdrawn from agenda per request of Steve O'Neil.

Update on Lake Seminole Progress – John Petrie. Chairman Stephens recognized John Petrie who wanted to thank the Board for the suggestions made last month. Mr. Petrie stated the maintenance of Lake Seminole is moving forward and he is working towards getting letters prepared from other counties to send in to the Senator in the next coming weeks.

Comments Concerning Garbage Services – Debbie Elkins. No action taken. Item number four (4) withdrawn from agenda per request of Debbie Elkins.

Consider GDOT Memorandum of Agreement – Whigham Dairy Road. Chairman Stephens recognized County Administrator Thomas who stated the proposed memorandum of agreement for Whigham Dairy Road is for the Georgia Department of Transportation to take over Whigham Dairy Road and upgrade it to state route standards. County Administrator Thomas stated the Board

has discussed this needed change for safety concerns for years. The memorandum of agreement states the intent of the Department of Transportation is to let this project next year. Also, as part of this agreement the local governments agree to contribute three million dollars towards the project with Decatur County contributing sixty percent and the City of Bainbridge contributing forty percent. Both local governments have identified this project as a TSPLOST project and intend to use funds from that account for payment. The State has placed this project on the Statewide Transportation Improvement Plan (STIP), which requires a local contribution for these types of projects. County Administrator Thomas stated the purpose of this project is to get truck traffic out of downtown due to the safety concerns of the current route. Also, Whigham Dairy Road is currently maintained by Decatur County and when it is turned over to the State, the State will be responsible for the maintenance of the road. County Administrator Thomas stated Whigham Dairy Road would need to be upgraded soon and Decatur County's contribution of \$1.8 million would have been spent on the upgrade of the road, therefore this is a good project for Decatur County. The City of Bainbridge is aware of this agreement and understands they will be responsible for their contribution when the time comes. The memorandum of agreement states the contributions will have to be paid sixty days before the project is let and recommends approval to the Board. Commissioner Davis made the motion to approve the memorandum of agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Request From Saint Paul Missionary Baptist Church. Chairman Stephens recognized County Administrator Thomas who stated this request was discussed at the last meeting and Vice Chairman Brinson submitted the request on behalf of Saint Paul Missionary Baptist Church. The request is for a resolution to be drafted declaring March 13, 2022 as Pastor John Henry Wooden Day on behalf of all the service he has done to impact our community. County Administrator Thomas recommended approval to the Board. Commissioner Brock made a motion to approve the resolution. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of IGA – Residential Garbage Services. Chairman Stephens recognized County Administrator Thomas who stated the garbage services intergovernmental agreement has been in discussion since November 2021 and the City of Bainbridge Mayor Edward Reynolds has signed the agreement and recommends approval to the Board. Commissioner Davis made the motion to approve the intergovernmental agreement, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Resolution – Redistricting Plan. Chairman Stephens recognized County Administrator Thomas who stated the Commissioners have in their packet the redistricting plan information and map received from the Reapportionment Office. The Board authorized Chairman Stephens to sign the recommended version from the Reapportionment Office when received in our last meeting. County Administrator Thomas stated he felt the map needed to be presented to the full board for consideration since there were some changes from the recommended map approved by the board in the last meeting. A resolution to adopt the amended election district plan and introduce local legislation, a copy of which is attached, was recommended for approval to the Board. Vice Chairman Brinson made the motion to approve the resolution. 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, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Barber made the motion to approve the Errors and Releases. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

Consider Bid Approval – Industrial Park Sewer Line Repair. Chairman Stephens recognized County Administrator Thomas who stated there is a problem with a sewer line and a manhole at the Industrial Park that is beyond Decatur County's ability to repair because it requires trenchwork and we do not have trench boxes and the proper equipment to repair the issues and provide for the safety of our staff. County Administrator Thomas stated two contractors were contacted, one contractor would not give a bid and the other one was RPI. RPI provided the extension of water, sewer and gas lines for the A-1 project. County Administrator Thomas stated we are pleased with the previous projects that RPI completed for Decatur County and the bid is not to exceed \$43,390

and recommends approval to the Board. Commissioner Davis made the motion to approve the bid. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

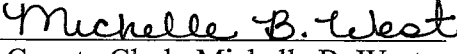
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

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

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West



MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
DECATUR COUNTY

This Memorandum of Agreement is made and entered into this ____ day of _____, 202_ ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT"), and DECATUR COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its County Chairman (hereinafter called the "LOCAL GOVERNMENT") (collectively DEPARTMENT and LOCAL GOVERNMENT shall be referred to herein as "PARTIES" and individually as "PARTY").

WHEREAS, PI No. 00015955 WHIGHAM DAIRY ROAD from SR 38 to SR97/SR309 has been added as a project to the Statewide Transportation Improvement Plan to construct CR 208/Whigham Dairy Road from SR 38 and continue north to SR 97/SR 309 to state route current standards and designate a new State Route 97(SR 97) , in Decatur County, Georgia (hereinafter called "PROJECT");

WHEREAS, the DEPARTMENT and LOCAL GOVERNMENT have conferred, and the LOCAL GOVERNMENT wishes to contribute to the total cost of the PROJECT;

WHEREAS, the DEPARTMENT has relied on the LOCAL GOVERNMENT'S representation that the LOCAL GOVERNMENT will provide funding for the PROJECT in order for it to be constructed; and

WHEREAS, the PARTIES wish to arrive at a formal understanding regarding their respective responsibilities as they relate to the contribution being made by the LOCAL GOVERNMENT to the PROJECT.

NOW THEREFORE, for and in consideration of the mutual promises and other good and valuable considerations set forth in this Memorandum of Agreement, the receipt and adequacy of which is hereby acknowledged, the PARTIES do hereby agree as follows:

1. The purpose of this Memorandum of Agreement is to establish the duties, and obligations of each of the PARTIES with regard to the PROJECT.
2. This AGREEMENT shall commence on its Effective Date and terminate on December 31, 2025, unless it is extended in a supplemental agreement consented to in writing by the PARTIES.
3. Each PARTY shall have the responsibilities related to the PROJECT as set forth herein:

LOCAL GOVERNMENT

a. The LOCAL GOVERNMENT's contribution to the cost of the PROJECT shall be Three Million Dollars and 00/100 ("Contribution"). This Contribution shall be remitted in full to the Department no later than sixty (60) days before the letting of the PROJECT, which is currently expected to take place in 2023. At least ninety (90) days prior to the letting of the PROJECT, the DEPARTMENT shall provide the LOCAL GOVERNMENT with advance written notice of the letting date so this remittance can be timely and fully made.

b. The LOCAL GOVERNMENT understands and agrees that the DEPARTMENT is relying on the LOCAL GOVERNMENT's Contribution in order for the PROJECT to be completed. The LOCAL GOVERNMENT shall make this Contribution.

DEPARTMENT

a. The DEPARTMENT shall be responsible for all planning, scheduling, designing, engineering, and constructing of the PROJECT (collectively "PROJECT Activities"). The responsibility for all decisions regarding the PROJECT Activities shall be solely vested in the DEPARTMENT. Nothing in this Memorandum of Agreement shall be construed to provide the LOCAL GOVERNMENT with any right, obligation, or opportunity to participate in any aspect of the PROJECT Activities for which the DEPARTMENT is responsible.

b. In the event the LOCAL GOVERNMENT fails to make the Contribution in the manner set forth in the Memorandum of Agreement, the DEPARTMENT, in its sole discretion, may terminate the PROJECT, suspend the PROJECT, or modify the PROJECT's scope of work as the DEPARTMENT deems appropriate.

c. The DEPARTMENT shall fully apply the Contribution toward the cost of the PROJECT. Under no circumstance shall the DEPARTMENT have any obligation to refund or reimburse the LOCAL GOVERNMENT for any portion of the Contribution properly expended by the DEPARTMENT under this Memorandum of Agreement.

d. If, at any point, the DEPARTMENT determines that state and/or federal funding no longer adequately exists to fully finance the PROJECT after the Contribution is made, the DEPARTMENT, in its sole discretion, may suspend or terminate the PROJECT. Written notification of this decision will be promptly made to the LOCAL GOVERNMENT. Under no such circumstances shall the DEPARTMENT have any obligation to the LOCAL GOVERNMENT to refund or repay any portion of the Contribution that the DEPARTMENT, in good faith, has lawfully expended in furtherance of the PROJECT prior to its suspension or termination. In the event that any portion of the Contribution has not been expended, the DEPARTMENT shall return this funding to the LOCAL GOVERNMENT within thirty (30) days of such a PROJECT termination.

4. The PARTIES recognize and agree that it may be necessary or convenient to amend this Memorandum of Agreement so as to provide for the orderly implementation of the undertakings described herein. The PARTIES agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no change, modification or amendment to this Memorandum of Agreement shall be effective unless the same is reduced to writing and signed by the PARTIES hereto.

5. This Memorandum of Agreement shall be deemed to be executed in Fulton County of the

State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia.

6. Except as herein provided, the PARTIES will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.

7. No failure of either PARTY to exercise any right or power given to such PARTY under this Agreement or to insist upon strict compliance by the other PARTY with the provisions of this Agreement, and no custom or practice of either PARTY at variance with the terms and conditions of this Agreement will constitute a waiver of either PARTY'S right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Memorandum of Agreement.

8. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and their successors and assigns.

9. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Memorandum of Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

10. This Memorandum of Agreement constitutes the entire agreement and understanding between the PARTIES hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the PARTIES hereto with respect to the subject matter hereof are merged herein.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, said PARTIES have hereunto set their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

DECATUR COUNTY, GEORGIA

DocuSigned by:
Russell R McMurry 1/25/2022
76D6577D0064MFA...
BY: RUSSELL R. MCMURRY
Commissioner

DocuSigned by:
Pete Stephens 1/25/2022
80BA74BB4D511A2...
BY: Pete Stephens
(Name) chairman
(Title)


(SEAL)

(SEAL)

Signed, sealed and delivered this 25th
day of January, 2022, in the
presence of:


ATTEST: DocuSigned by:
Angela O Whitworth 2/2/2022
74085B5B0FAC425...
ANGELA O. WHITWORTH
Treasurer

DocuSigned by:
Alan Thomas 1/25/2022
EBD92E85D28B435...
Alan Thomas
Witness

DocuSigned by:
 1/25/2022
4D102200CA3247A...
Notary Public

This Agreement approved by Local
Government, the 26 day of JANUARY,
2022.

Attest

DocuSigned by:
 County Clerk
CD3834353C33484...
County Clerk
Name and Title



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 18, 2022

PI No. 0015955, Decatur County
Whigham Dairy Road from SR 38 to SR 97/SR 309

Honorable Pete Stephens, County Commissioner
Decatur County
P.O. Box 726
Bainbridge, GA 39818
Attention: Alan Thomas, Decatur County Administrator

Dear Mr. Stephens:

Attached is the Memorandum of Agreement (MOA) detailing Decatur County commitments for the above-referenced project.

Please review the attached agreement and, if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Decatur County will be sent an electronic copy of the fully executed agreement for your project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Charles B. Blocker, at (912) 318-3138.

Sincerely,

A handwritten signature in blue ink that reads 'Kimberly W. Nesbitt'.

Kimberly W. Nesbitt
State Program Delivery Administrator

Handwritten initials in blue ink that read 'C.L.B.CSL'.

KWN:CLB:CSL:CBB
Attachment(s)

Cc: Honorable Johnny Floyd, State Transportation Board Member, Congressional District #2
Albert Shelby, Director of Program Delivery
Scott Chambers, District 4 Engineer
Jason Willingham, District 4 Preconstruction Engineer
Attn: Dennis Carter, District Planning & Programming Manager

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA,
COUNTY OF DECATUR

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF RESIDENTIAL GARBAGE SERVICES IN THE UNINCORPORATED AREAS OF DECATUR COUNTY, GEORGIA

THIS AGREEMENT is made and entered into this 1st day of February, 2022 by and between Decatur County, Georgia, a body politic of the State of Georgia (the "County"), and the City of Bainbridge, Georgia, a municipal corporation of the State of Georgia located in Decatur County, Georgia (the "City").

WITNESSETH:

WHEREAS, County, pursuant to its authority and obligation to protect the public health, safety and welfare of the citizens of Decatur County, Georgia, has determined, after consideration and investigation, that the citizens of Decatur County, Georgia would be best served and protected by the County serving as the exclusive provider of residential garbage services in the unincorporated areas of Decatur County, Georgia; and

WHEREAS, County has determined that such services can best be provided by the entering into of this Intergovernmental Agreement with the City inasmuch as the City has extensive experience and expertise in delivering such service in a way that is consistent and which will properly protect the public health, safety and welfare of the citizens of the unincorporated areas of Decatur County, Georgia; and

WHEREAS, the County and the City, after discussion, have agreed upon the terms upon which such residential garbage services will be provided by the City to the citizens of the unincorporated areas of Decatur County, Georgia and wish to document those terms in this Intergovernmental Agreement,

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Intergovernmental Agreement, and for other good and valuable consideration, the County and the City consent and agree as follows:

Section 1. Representation and Mutual Covenants

- A. The County makes the following representations and warranties which may be specifically relied upon by the City as a basis for entering into this Intergovernmental Agreement:

- (i) The County is a body politic duly created and organized under the Constitution of the State of Georgia;
 - (ii) The governing body of the County is duly authorized to execute, deliver and contract as set out in this Intergovernmental Agreement; and
 - (iii) This Intergovernmental Agreement shall be valid, binding and enforceable upon the execution of the same by the proper officials of the County.
- B. The City makes the following representations and warranties which may be specifically relied upon by the County as a basis for entering into the Intergovernmental Agreement;
- (i) The City is a municipal corporation duly created and organized under the Laws of the State of Georgia;
 - (ii) The governing body of the City is duly authorized to execute, deliver and contract as set out in this Intergovernmental Agreement;
 - (iii) This Intergovernmental Agreement shall be valid, binding and enforceable upon the execution of the same by the proper officials of the City;
 - (iv) The City is located entirely within the geographic boundaries of the County; and
 - (v) The City has adequate personnel, equipment, knowledge and expertise to perform the obligations assumed by it pursuant to the terms set out in this Intergovernmental Agreement.
- C. The County and the City will each comply with all rules and regulations established by the State of Georgia, if any, and the United States of America, if any, with respect to the services to be rendered and delivered pursuant to the terms of this Intergovernmental Agreement.
- D. The County and the City will each maintain thorough and accurate records concerning the matters and services which are the subject of this Intergovernmental Agreement and each, upon request, will make available to the other for review such records.

Section 2. Effective Date and Term of this Agreement

This Intergovernmental Agreement shall be effective upon the date it is properly executed by both the County and the City and the services required thereby shall begin on or before the 1st day of February, 2022. County and City both acknowledge and understand that services might begin at different times for the various areas of the unincorporated areas of Decatur County, Georgia but do agree that all areas shall be properly served on or before the 1st day of July 2022.

This Intergovernmental Agreement shall be for a term of two (2) years (meaning 730 days from the beginning date) provided, however, the City and County agree that, upon consent and agreement of both the City and the County, this Intergovernmental Agreement may be extended for two (2) two (2) year additional terms provided an agreement is made to do so in writing signed

by both the County and the City at least ninety (90) days prior to the ending of the term then in effect.

Section 3. Services to be Rendered

City shall, utilizing its own personnel and equipment, provide residential garbage services in the unincorporated areas of Decatur County, Georgia to include the collection of residential garbage (meaning the type of residential garbage normally and routinely collected by the City within the corporate limits of the City) and the transportation of the same to the Decatur County Landfill (or such other place as the Decatur County Board of Commissioners might designate, in Decatur County, Georgia, for the disposal of said garbage). Nothing contained herein shall be construed to require or compel the City to collect and/or transport any commercial garbage or waste, hazardous waste, wood, tree branches, yard trimmings, dead animals, furniture, appliances or any other waste material in solid or semi-solid state.

Section 4. Routes and Frequency

City shall develop and publish routes for the entirety of the unincorporated areas of Decatur County, Georgia for the collection of residential garbage and shall provide to the residential customers who contract with the City, as hereinafter provided, at least one (1) pickup per week.

Section 5. Assignability

County has entered into this Intergovernmental Agreement on the basis of the ability and qualifications of the City. City shall have no right to assign its rights, privileges and obligations hereunder to any other person, entity or concern nor have the right or privilege to sub-contract any of its obligations hereunder without the expressed written permission of County, which permission can be refused for any, or no, reason.

Section 6. Receptacles and Containers

City shall provide, for a fee or, at its sole discretion, or for free, individual receptacles or containers for each of its residential customers which are easily accessible to the collection crews and no service shall be given to any domestic household unit or multiple residential unit where the garbage material to be collected is not placed in a proper receptacle or container.

Section 7. Vehicles and Equipment

In the exercise of the obligations set out herein the City shall utilize vehicles and equipment meeting the following specifications and maintained as follows:

- A. All vehicles and equipment must be adequate to perform the duties prescribed and must be maintained in a safe and proper manner.

- B. All vehicles and equipment must have an adequate cover to prevent the contents from falling or from being blown from the vehicle or equipment while in transit.
- C. The body of all garbage collection vehicles shall be water tight to the extent that it shall be impossible for water or other fluids to escape.
- D. All vehicles used for garbage collection shall be of the packer type.
- E. All garbage collecting vehicles/equipment shall be washed and maintained in a sanitary condition.

Section 8. Fees, Collection Procedures and Limitations:

Except as provided in this Section 8, for the initial term of this Intergovernmental Agreement City may charge no more than \$40.00 per month for the collection of residential garbage from the receptacle or container provided to the particular residential garbage customer. In the event that a receptacle or container is not located for pickup on the side of an existing road, alley or street then, in that event, the City may charge an appropriate monthly fee to cover its additional time and expense in servicing that receptacle or container. City, should it, at its discretion, agree with a residential customer to collect discarded appliances or furniture may charge a reasonable and additional collection fee based upon rates published by the City for such services and agreed upon by the County. Nothing contained herein shall be construed to prevent County and City, at any time by agreement, from modifying the permissible fees to be charged for the services rendered by the City in the fulfillment of the obligations required by this Intergovernmental Agreement.

Section 9. Billing

The City shall invoice customers on a monthly or quarterly basis and the City may discontinue service to any customer whose account is not paid within fifteen (15) days of the due date thereof.

Section 10. Reports

The City shall file an annual report with the County, due during January of each year, which details the number of customers, the charges made for services and the total gross receipts from such services.

Section 11. Service Delivery

Both City and County agree that the existence of this Intergovernmental Agreement, nor the requirements thereof, shall be occasion for a modification of the Service Delivery Agreement/Strategy between the County and the City.

Section 12. Disposition of Garbage

As part of the consideration for this Intergovernmental Agreement City shall, during the term of this Intergovernmental Agreement and any extensions thereof, utilize the Decatur County Landfill for all residential garbage and waste legally permitted to be deposited in the Decatur County Landfill which is collected in the unincorporated area of Decatur County, Georgia and within the boundaries of the City of Bainbridge, Georgia. Further City shall not, for any reason, without the written permission of County, dispose at the Decatur County Landfill any residential garbage collected outside of the geographical boundaries of Decatur County. For all garbage and waste deposited by the City, pursuant to the terms of this Intergovernmental Agreement, the City shall pay to the County, during the initial term of this agreement, and any extension thereof, landfill fee of \$25.00 per ton.

Section 13. Indemnification

Except as provided herein County will not hereafter supervise, direct or control the operations of the City in the fulfillment of the obligations of the City set out herein. City does hereby covenant and agree to indemnify and hold harmless the County from all liability, damage, loss, injury, damages, actions, causes of action, suits or complaints that might be brought by any person, firm, corporation or other entity against the County, its agents, servants, and employees arising out of City's performance of the obligations set out herein.

Section 14. Notices

All notices, consents, waivers, direction, requests or other instruments of communications provided for herein shall be deemed properly given when delivered personally to the City Manager, the County Administrator, or sent by registered or certified mail to the County at P.O. Box 726, Bainbridge, Georgia 39818 and to the City at P.O. Box 946, Bainbridge, Georgia 39818.

Section 15. Amendments

This Intergovernmental Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 16. Governing Law

This Intergovernmental Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability

Should any phrase, clause, sentence, or paragraph of this Intergovernmental Agreement be held invalid or unconstitutional, the remainder of the Intergovernmental Agreement shall remain

in full force and effect as if such invalid or unconstitutional provision were not contained in the Intergovernmental Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive pursuant to the term of this Intergovernmental Agreement or materially affects the operation of this Intergovernmental Agreement.

Section 18. Compliance with Law

The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules, and regulations.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Intergovernmental Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20. Counterparts

This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 21. Mediation

The County and the City agree to submit any controversy arising under this Intergovernmental Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to mediation.

COUNTY OF DECATUR, GEORGIA

By: *Pete Steyer*
Chairman

Attest: *Michelle West* Clerk

CITY OF BAINBRIDGE, GEORGIA

By: *[Signature]*
Mayor

Attest: *[Signature]* Clerk



**RESOLUTION OF THE DECATUR COUNTY BOARD OF COMMISSIONERS
TO ADOPT AMENDED ELECTION DISTRICT PLAN AND INTRODUCE LOCAL
LEGISLATION**

WHEREAS, the 2020 Census numbers revealed population changes in election districts;

AND WHEREAS, the Decatur County Board of Commissioners desires to adopt a new district map or plan which complies with the one person-one vote requirement;

WHEREAS, the Decatur County Board of Commissioners has determined that it is the best interests of the residents, voters, and taxpayers of Decatur County to amend the existing election districting plan and avoid litigation regarding same, and

WHEREAS, the Board with the assistance of the Office of Reapportionment has compiled a revised map which is attached hereto and incorporated herein by reference;

THEREFORE, the Decatur County Board of Commissioners resolves to adopt and requests that the Honorable Representative Campbell, Representative Taylor and Senator Burke introduce local legislation to adopt and approve the proposed election districting plan prepared by the Legislative and Congressional Reapportionment Office, attached hereto, and make the same a local law.

ACCORDINGLY, the Decatur County Board of Commissioners adopts and approves the attached plan and the Board does hereby request Representative Campbell, Representative Taylor and Senator Burke to introduce and move for passage by the Georgia General Assembly in accordance with Georgia law.

SO RESOLVED this 25th day of January, 2022

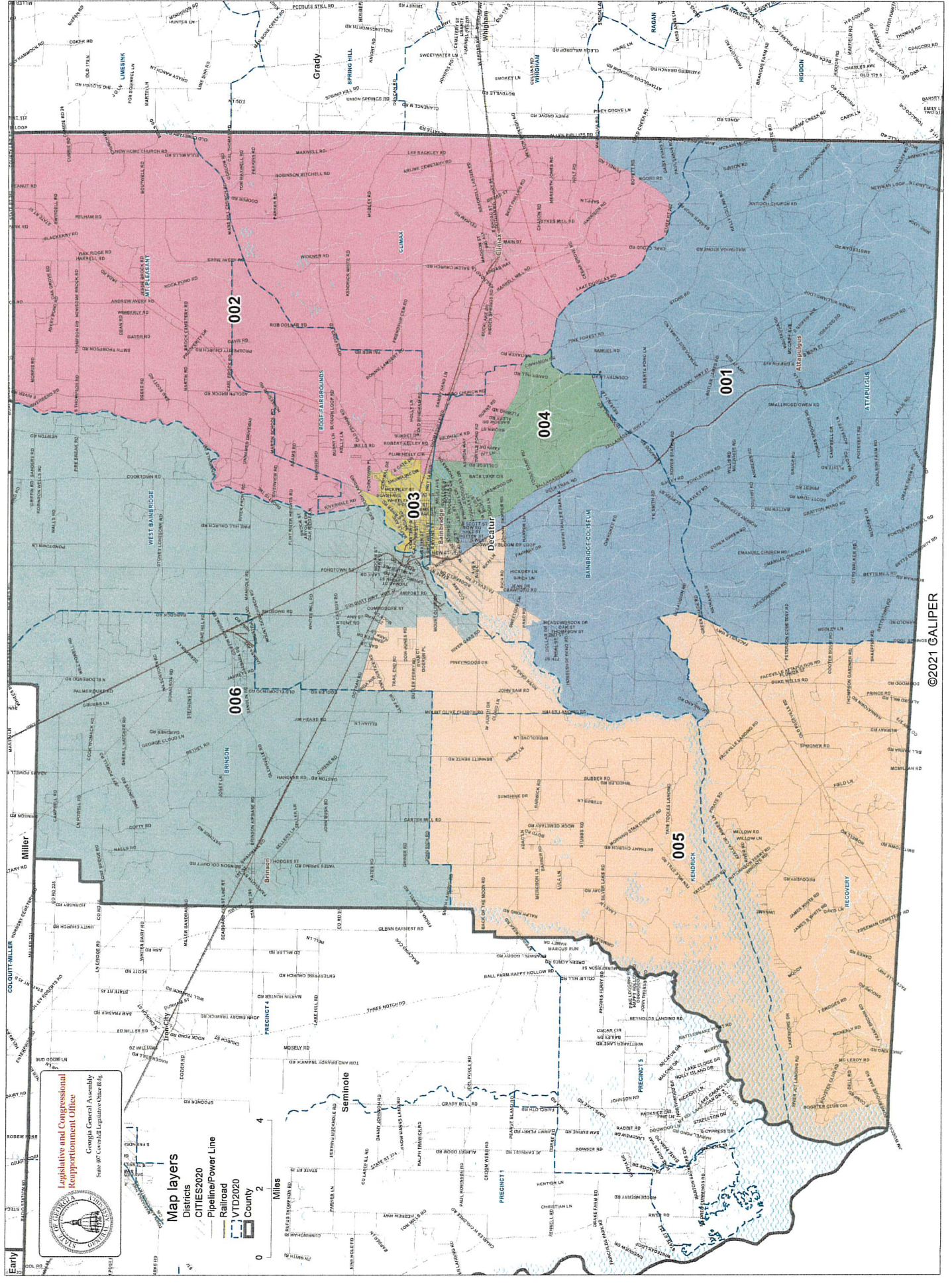
DECATUR COUNTY BOARD OF COMMISSIONERS



By: *Pete Stephens*
Pete Stephens, Chairman

ATTEST: *Michelle West*
Michelle West, County Clerk

Draft- Decatur County Commission and School Board Districts



Map layers
Districts
CITIES2020
Pipeline/Power Line
Railroad
VTD2020
County





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

1/18/2022

E & R / NOD - Mobile Home Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
68A 106 5	Baulkman Matikka Marie	\$ -	\$ 131,461.00	NOD. Owner needs a 2022 mobile home bill mailed. Purchased mobile in Nov. 2021
44 16B	Betts James Michael	\$ 6,955.00	\$ -	Delete 2022 mobile home tax bill. Mobile home is now in Grady county as of August 2021.
85A 84	Cook Carlton & Vickie L	\$ 5,490.00	\$ -	Delete 2022 mobile home bill. Mobile home demolished June 2021.
81 54C	Gregory Yvette Beasley & Beasley Sallie Mae	\$ -	\$ 70,496.00	Owner needs a 2022 mobile home bill mailed. Purchased mobile home November 23, 2021.
46 41F	Moore Stephen Kenneth	\$ 24,980.00	\$ -	Delete mobile home tax bill for 2022. Owner applied for homestead.
16 8C03	Sizemore Destiny Hope & Elkins Caden Alan	\$ -	\$ 112,355.00	Owner needs a 2022 mobile home bill mailed. Purchased new mobile home December 2021.
		\$ 37,425.00	\$ 314,312.00	

E & R / NOD -Property Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
42A 12	Kelley Larry Coker & Phyllis B & Enfinger Tamera K	\$ 167,084.00	\$ 140,185.00	Appeal finalized. Refund \$52.69.
B 69C 38	Lawrence Wayne	\$ 423,180.00	\$ 369,650.00	Appeal finalized.
46 49A	Medley Dennis E & Kim L	\$ 280,605.00	\$ 270,032.00	Appeal finalized. Refund \$2.52.
97 58B	Nix Wendell Blair & Carla A	\$ 338,160.00	\$ 314,600.00	Appeal finalized.
B 73 42	Rentz Jimmy Ledon & Samantha E	\$ 131,784.00	\$ 125,429.00	Appeal finalized. Refund \$80.47.
B 30 19	Robinson Beverley Worsley	\$ 34,365.00	\$ 33,095.00	Appeal finalized. Refund \$16.08.
42 10C	Strickland Winston L & Barbara J	\$ 87,138.00	\$ 70,319.00	Appeal finalized. Refund \$70.83.
B 45 9	Udeh Properties LLC	\$ 29,222.00	\$ 27,222.00	Appeal finalized. Refund \$25.34
B10 76 77	Walker Josephine Henry	\$ 1,941.00	\$ 8,441.00	Appeal finalized.
		\$ 1,530,904.00	\$ 1,673,285.00	

Mark Harrell - Tax Commissioner

Jackson Kendrick-Board of Assessors

Pete Stephens, Chairman - Board of Commissioners