

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM**

**TUESDAY, JULY 27, 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 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**

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 July 13, 2021, as presented. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**Consider Request from Tax Commissioner – Collection of Municipal Taxes.** Chairman Stephens recognized Tax Commissioner, Mark Harrell who stated each time there's a new election contracts have to be renewed. The law states if a county has less than 50,000 tax parcels, the Tax Commissioner is authorized to accept, receive and retain compensation from the municipality for the billing and collection for municipal taxes. The contract would be between the Tax Commissioner, Decatur County and the City of Bainbridge. The City of Bainbridge will pay the sum of \$1.29 per parcel and will be paid directly to Tax Commissioner Harrell.

With this contract, Tax Commissioner Harrell will also be responsible for preparing the City of Bainbridge's tax digest, access and collect municipal taxes in the same manner as County taxes. Tax Commissioner Harrell would pay to the City all municipal taxes, fines and interest twice a month. Tax Commissioner Harrell would be responsible for preparing all notices, fifa's, levies, and tax sales authorized by the laws of the State of Georgia and the ordinances of the City of Bainbridge in a timely manner.

There being no further discussion, Commissioner Brock made the motion to approve the contract, a copy of which is attached. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**Consider Engineering Services Proposal – Landfill.** Chairman Stephens recognized County Administrator Thomas who stated in order to stay in compliance with EPD rules and guidelines for the landfill a number of engineering tasks are required annually. County Administrator Thomas stated we recently got a permit to expand the C & D at the Landfill which took about two years to acquire and it demanded a great deal of engineering work. Michael Biers has been our engineer for the landfill for a number of years and does a good job and he has provided a proposal to continue serving as our engineer. If approved, this proposal would begin July 2021 with various work and will go through August 2023 with the fee of services not to exceed \$66,500 and recommends approval to the Board. Commissioner Davis made the motion to approve the proposal., a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval to Surplus/Dispose Vehicle.** Chairman Stephens recognized County Administrator Thomas who stated this vehicle is a 2013 Dodge Ram 3500 chassis which came from an ambulance. The old chassis was removed and a new chassis was remounted. Decatur County has reacquired this chassis from EMS, the vehicle has 292,492 miles on it and various departments have looked at the vehicle to see if there's any use for it in their department and no one has any use for it, therefore County Administrator Thomas is recommending the chassis be declared surplus and sold on govdeals. Vice Chairman Brinson made the motion to declare the chassis surplus. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**Consider Request from Sheriff's Office.** Chairman Stephens recognized County Administrator Thomas who stated when a law enforcement officer retires Decatur County allows for them to receive their handguns and badges. Chief Deputy Cofer is requesting that employee Captain Justin Bedwell's Glock Model 17 Serial Number BGYA616, Glock Model 43 Serial Number BHVW456 and his black campaign hat with badge be given to his widow, Katherine Bedwell. Captain Justin Bedwell was the deputy shot in the line of duty and succumbed to his injuries on March 1, 2021. County Administrator Thomas recommends approval to the Board upon Katherine Bedwell signing a release of liability to Decatur County after receiving the items. Commissioner Davis made the motion to approve the request. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Errors & Releases.** Chairman Stephens recognized County Administrator Thomas who recommends 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 Davis seconded the motion, a vote was taken and unanimously approved.

#### **EXECUTIVE SESSION – PROPERTY ACQUISITION**

Commissioner Davis made the motion to enter into executive session to discuss property acquisition. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Commissioner Brock made the motion to go back into regular session. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated land acquisition was discussed in executive session. Chairman Stephens stated the Board has agreed for County Administrator Thomas and County Attorney Kirbo to pursue the land purchase on Nebo Road. Commissioner Davis made the motion to approve the property acquisition. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

#### **COMMISSIONERS/ADMINISTRATOR'S REMARKS**

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

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

Approved: Pete Stephens  
Chairman, Pete Stephens

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

**STATE OF GEORGIA  
COUNTY OF DECATUR**

**CONTRACT FOR SERVICES**

THIS AGREEMENT is made this 20<sup>th</sup> day JULY, 2021 between the CITY OF BAINBRIDGE, GEORGIA, a municipality, incorporated and chartered under the Constitution and Laws of the State of Georgia, (hereinafter "City" of 110 S Broad St, Bainbridge, GA 39817, and MARK HARRELL, DECATUR COUNTY TAX COMMISSIONER, individually, (hereinafter "Harrell") of 112 W Water Street, Bainbridge, GA 39817, and DECATUR COUNTY, GEORGIA, acting by and through its lawfully constituted Board of Commissioners, (hereinafter "County") of 203 W. Broughton St, Bainbridge, GA 39817, and at times herein, City, Harrell and County are referred to individually as "Party" or if more than one, as "Parties".

**1. Authority to Collect**

Harrell is the duly elected Tax Commissioner of Decatur County, Georgia, and is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal property taxes. By virtue of his office, Harrell has all the requisite statutory powers to bill and collect ad valorem property taxes, issue execution, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

**2. Authority to Contract**

With the consent of Harrell, which is hereby given, the Parties to this agreement are authorized, pursuant to O.C.G.A. 48-5-359.1, in a county which has fewer than 50,000 tax parcels within such county (Decatur County has 17,752 tax parcels within the County), the tax commissioner is authorized to contract for, to accept, receive and retain compensation from the municipality for the billing and collection for municipal taxes.

**3. Desire to Contract**

All Parties listed above are desirous of and by signing below do enter into an agreement for Harrell and the County to furnish to the City various technical and administrative services which are more fully described in Paragraph 4 below.

**4. Scope of Services**

Harrell and the County shall perform all the necessary and agreed upon services

specified herein in connection with the billing and collecting of taxes, as follows:

- ▶ Prepare the tax digest for City
- ▶ Assess and collect municipal taxes in the same manner as County taxes, invoking any remedy permitted for the collection of municipal taxes as provided by the laws of the State of Georgia

and the ordinances of the City.

- ▶ Pay to City all municipal taxes, fines and interest twice monthly within 7 days of the end of each 1<sup>st</sup> – 15<sup>th</sup> and end of each month collection periods. The Commissioner may assess any administrative fees authorized by the laws of the State of Georgia or ordinances of the City.
- ▶ Prepare all notices, fifa's, levies, and tax sales as authorized by the laws of the State of Georgia and the ordinances of the City and use the best efforts to carry out the collection of taxes in a timely manner.

### **5. Compensation**

During the term of this contract, on or before August 1<sup>st</sup> of each year services are provided, the City will pay the sum of \$1.29 per parcel directly to Harrell as his fee pursuant to O.C.G.A. § 48.5.359.1. Harrell will be solely responsible for the payment for any taxes, social security, medicare or any other federal or state required deductions for the amount received.

### **6. Term**

The initial term of this agreement shall commence upon the execution of the agreement by the Parties and shall include performance of the above services beginning with the 2021 Tax Digest and shall continue thereafter until all taxes due and payable are collected for each tax year; provided, however, this contract shall not extend for more than 50 years.

### **7. Termination Without Cause**

Notwithstanding any other provision of this agreement, any Party to this agreement may terminate the agreement by giving ninety (90) days written notice to the other Parties. The notice shall be in writing and shall be served on the non-terminating Parties by hand delivery or by United States Mail to the addresses contained above. If notice of one Party is given to the other Parties during an active billing cycle in which the municipal taxes have already been applied to the county tax bills, then such termination will not occur until January 1<sup>st</sup> of the succeeding year. In the event termination notice, as defined herein, is given by a Party to the other Parties to this agreement, subject to the conditions contained in this paragraph, the agreement shall be terminated, and all Parties shall be relieved of any further obligations or responsibilities under this agreement.

### **8. Merger**

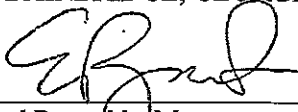
This agreement supersedes any and all agreements between the Parties with respect to the rendering of services and contains all the covenants and agreements between the Parties with respect to the rendering of those services in any manner whatsoever. Each Party acknowledges that no representations, inducements, promises, written or oral, have been made by the other Parties that is not embodied in this agreement.

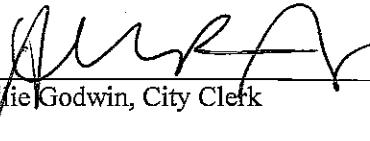
IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals induplicate, each to be considered as an original, on the day and year hereinabove written.

(SEAL)



CITY OF BAINBRIDGE, GEORGIA

By:   
Edward Reynolds, Mayor


Attest:   
Albie Godwin, City Clerk

(SEAL)




COUNTY OF DECATUR, GEORGIA

By:   
Pete Stephens, Chairman, Decatur County

Attest:   
Michelle West, County Clerk

DECATUR COUNTY TAX COMMISSIONER

By:   
MARK HARRELL



Innovative  
Engineering  
Strategies, LLC

P.O. Box 560  
Smart, Georgia 31086  
(478) 365-8609  
mbiers@ie-strategies.com

CIVIL \* ENVIRONMENTAL

PROPOSAL ACCEPTANCE SHEET

PROJECT NO. 3510-033-01 DATE June 18, 2021  
PROJECT NAME Five-Year Permit Review and Horizontal & Vertical Expansion of C&D Waste Unit  
DESCRIPTION See IES letter dated June 18, 2021

CLIENT NAME AND ADDRESS (PERSON RESPONSIBLE FOR PAYMENT)

Decatur County Board of Commissioners  
P.O. Box 726  
Bainbridge, Georgia 39817  
Attn: Mr. Alan Thomas

PROPERTY OWNER NAME & ADDRESS (IF DIFFERENT THAN CLIENT)

PAYMENT TERMS

Net cash upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days of the date of the invoice.

INSURANCE

Our company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Certificates can be issued upon request identifying details and limits of coverage mutually agreed between the parties.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms of the Agreement are accepted this

28<sup>th</sup> day of July, 2021.

Name of Individual, Firm or Corporation Pete Stephens

Signature [Signature] Title Chairman

P.O. Number (if applicable) N/A

## TERMS AND CONDITIONS

### 1. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered under this agreement will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY ANY REPRESENTATIONS MADE REGARDING THE SERVICES INCLUDED IN THIS AGREEMENT.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Client will limit any and all liability of our company, its agents or employees, to Client on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Fifty Thousand Dollars (\$50,000) or the amount of the total fee paid by Client, whichever is greater. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of One Million Dollars (\$1,000,000) upon written request from Client at the time of the acceptance of this proposal, provided that Client agrees to pay an additional consideration because of the greater risk insured. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client does not succeed in obtaining judgment thereon, or if legal action is brought by our company against Client to enforce any of the obligations hereunder and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

### 2. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by our company will not relieve any Contractor of its responsibilities for performing the work in accordance with the plans and specifications.

### 3. SAFETY

Should Client or its contractors be conducting activities on Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by our company does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project Site.

### 4. REPRESENTATION OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this Agreement.

### 5. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Site which is inherent in the work, and that Client will not look to us for reimbursement or hold our company liable or responsible for such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and defend our company against any claims by the owner or persons having possession through the owner which are related to such alteration or damage.

It shall be responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) the existence of which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse our company for expenses in connection with any such claims, or suits, including reasonable attorney fees.

### 6. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may: (a) If practicable, in our judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of Termination of Contract.

### 7. TERMINATION OF CONTRACT

Client may terminate this Agreement at any time for any reason, provided that fifteen (15) days prior written notice of termination is given to our company. In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date or stoppage of work may, at our discretion, be made. Our company may terminate this work at any time due to non-payment of invoices according to the Payment Terms, failure of the Client to provide information necessary to the performance of the services hereunder, or any substantial failure by Client to perform in accordance with the terms hereof. The termination of this Agreement by our company does not relieve the Client of any liability for fees due.

### 8. INDEMNITY

Except to the extent such are caused by negligence or intentional misconduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and defend our company, its agents, subcontractors, and employees, from and against any and all claims, losses, liabilities, penalties and costs (including but not limited to, attorney's fees and expenses) which our company, its agents, subcontractors, or employees, may incur, may become responsible for or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees; (1) alleging exposure to or damage from material, elements or constituents at or from the project which is subject of this Agreement before, during or after the services provided pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except; (2) alleging injury or health risk to anyone arising as a result of unanticipated occurrences of hazardous substances known to the Client but not disclosed to our company; (3) Client's violations or alleged violations of RCRA, CERCLA, the Federal Clean Water Act, or any other federal or state environmental Acts or regulations; (4) arising from modifications made or permitted by the Client to devices, or the operation of such devices, etc, in a manner other than specified by our company; and (5) otherwise arising out of operation and management of the project or work on which our company has rendered design, engineering, consulting, or other services under this Agreement.

### 9. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

### 10. PROTECTION OF SUCCESSOR CONSULTANT

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use or reuse of any documents prepared or provided by the Client or any prior consultant of the Client. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor Consultant and that the Client has the right to provide such documents to the successor Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.



## ENGINEERING STANDARD RATES\*

Principal Engineer	\$150/hr
Senior Engineer / Hydrogeologist	\$140/hr
Professional Engineer II / Geologist II	\$130/hr
Professional Engineer I / Geologist I	\$120/hr
Project Engineer II / Geologist II	\$100/hr
Project Engineer I / Geologist I	\$90/hr
Environmental Technician	\$75/hr
Administrative Assistant	\$65/hr
Support Staff	\$55/hr

Expenses	at Cost
Mileage	\$0.65/mile
Subcontracts	Cost + 15%
Per Diem	\$125/night
Copies	\$0.20 (B&W), \$0.60 (color)
Faxes	\$0.50
Plots	\$0.50-3.00 (based on size)

Rates are subject to change January 1 of each year.

Please Note: Expert testimony, court appearances, depositions, etc. are billed at two times the above hourly rates.

\* Effective: January 1, 2021



Innovative  
Engineering  
Strategies, LLC

P.O.Box 560  
Smart, Georgia 31086  
(478) 365-8609  
mbiers@ie-strategies.com

CIVIL • ENVIRONMENTAL

June 18, 2021

Mr. Alan Thomas  
Decatur County Board of Commissioners  
P.O. Box 726  
Bainbridge, Georgia 39817

**Subject: Proposal for Professional Engineering Services  
Five-Year Permit Review  
Horizontal & Vertical Expansion of C&D Landfill  
Decatur County Solid Waste Facility  
Permit No. 043-011D(MSWL)  
IES Project No. 3510-033-01**

Dear Mr. Thomas:

In 2018 Georgia EPD passed new rules requiring all active solid waste handling facilities in Georgia to conduct a permit review every five (5) years (Rule 391-3-4-.02(1)). As a result, every five (5) years, the owner/operator must now submit demonstration the facility is current with financial assurance and solid waste reporting requirements (quarterly tonnage reports, methane monitoring, groundwater monitoring, remaining capacity, waste surcharge paid, etc.). This review also requires the owner/operator to update their facility's Design & Operation (D&O) Plan to include current information, conditions, best management practices, approved modifications, and design criteria, as necessary. The deadline for the subject facility to submit the Five-Year Permit Review is January 1, 2022. The County will be submitting this Five-Year Permit Review as a Major Modification because the D&O Plan update will include a new horizontal & vertical expansion of the construction & demolition (C&D) waste unit.

### **BACKGROUND**

In May 2019, Decatur County applied for a design that increased the C&D waste unit at the facility to a ±9-acre footprint (with ±365,000 cy of capacity). On December 8, 2020, EPD approved Major Modification No. 2 which allowed for a contiguous horizontal and vertical expansion of the C&D waste unit.

Since the Hurricane Michael disaster relief impact, the existing C&D waste unit (C&D Cell No. 1) has unexpectedly approached full capacity and the C&D waste-stream trend at the facility has now stabilized at ±50 tons per day. With this new increased trend, the updated remaining volume in this waste unit from the recently approved contiguous expansion is now only ±4 years. Construction of this new contiguous waste cell (C&D Cell No. 2) is currently under way. To allow adequate time to implement the strategic planning for an offsite expansion, and to prepare for

---

another major disaster relief impact, Decatur County is proposing to expand the existing C&D waste unit again within the current permit boundary of the facility.

The primary reason why the County can apply for another expansion of the C&D waste unit within the existing permit boundary is because the County is desiring to re-locate the scale house office and scales off the permit boundary (but on the same private access road to the facility owned by the County). With this re-location, there would be more space for a contiguous expansion (because no waste can be placed within 100 feet of an enclosed structure).

Rather than updating the D&O Plans twice (once for the EPD-required Five Year Permit Review; and once again for the new horizontal & vertical expansion), Innovative Engineering Strategies, LLC (IES) recommends consolidating this scope of work under one project to save duplicated costs. As such, the contents of this letter consist of a proposal for IES to assist the County with the EPD-required Five-Year Permit Review, in addition to completing the work necessary to submit a complete application for a new horizontal & vertical expansion of the C&D waste unit.

### **SCOPE OF WORK**

Listed below is the scope of services required to consolidate this duplicate work.

1. **Limited Site Assessment Report.** IES will update the 2019 Limited Site Assessment Report (SAR) that was previously approved by EPD. Like before, the SAR is limited in nature because of the information collected from previous evaluations conducted at the facility, and because IES will re-evaluate the seasonal high water table (SHWT) in only the area of the proposed expansion (C&D waste unit). This proposed scope of work was agreed upon by Georgia EPD in a letter dated May 18, 2021, therefore this proposal assumes the SHWT in the area of the municipal solid waste (MSW) unit does not need to be revised.

Because the proposed expansion will likely require existing groundwater monitoring wells GWC-12S and GWC-26S to be abandoned, and because the County is also wanting to widen their haul road to C&D Cell No. 2, the County will utilize geotechnical information from new replacement wells recently installed (by Geotechnical & Environmental Consultants, Inc. (GEC)) that will be included in the Limited SAR. The cost associated with this additional geotechnical work (performed by GEC) is not included in this proposal, which has already been approved by the County (on April 12, 2021).

Among the siting criteria required to be re-evaluated in the SAR, the proximity to onsite wetlands will be updated based upon the work currently being performed by Terracon Consultants, Inc. (Terracon). The cost associated with updating the jurisdictional wetlands (performed by Terracon) is not included in this proposal, which has already been approved by the County (on April 12, 2021).

2. **Slope Stability and Settlement Analysis.** IES will assist the County in reviewing work performed by GEC to conduct a slope stability and settlement analysis for the C&D waste unit, as required by the Five-Year Permit Review and as required for the horizontal & vertical expansion. The cost associated with this analysis (performed by GEC) is not
-

included in this proposal, which has already been approved by the County (on April 12, 2021).

3. **Prepare revisions to Design & Operation (D&O) Plans.** IES will update the facility's D&O Plans for the C&D waste unit horizontal & vertical expansion and will review and update plan sheets as necessary in accordance with the Five-Year Permit Review requirements. IES will complete design calculations including storm water management.

Regarding the re-location of the scale house office and scales, the scope of work for this proposal will only be indicating the proposed location on the D&O Plans and will not constitute as a detailed construction plan for this infrastructure. It is our understanding the County will be designing and constructing the new office as an in-house task. This proposal also assumes by re-locating the scale house office and scales off the permit boundary, that no additional site assessment work or revision of the boundary is necessary. IES held a virtual meeting on April 28, 2021, and followed up with a formal letter on May 6, 2021 concerning our understanding of what will be required. Georgia EPD responded via a letter dated May 18, 2021, stating they want to see how we present our case in our Five-Year Permit Review submittal and will confirm during their review whether or not they agree with our assumption.

Because this proposal (see scope item no. 1 above) assumes the seasonal high water table (SHWT) in the area of the MSW unit does not need to be revised in the new Site Assessment Report (SAR), this proposal also assumes the bottom grades of Future MSW Cell Nos. 6-7 also do not need to be revised as a part of this submittal.

A topographic survey is being performed in the next few weeks by Garland Photogrammetric Services, LLC (GPS) to meet the requirements of the Five-Year Permit Review. The cost associated with obtaining this new topographic information (performed by GPS) is not included in this proposal, which has already been approved by the County (on April 2, 2021).

Listed below are the anticipated index to drawings.

Sheet No.	Sheet Title
-	Title Sheet
1.	Index to Drawings, Legend and General Notes
2.	Boundary Survey and Legal Description
3.	Existing Topographical Survey
4.	Top of Soil Liner Grading Plan
5.	Leachate Collection System
6.	Final Grading Plan
7.	Final Drainage Plan
8.	Erosion Control Plan
9.-10.	Cross Sections A thru H
11.	Sequence of Fill – MSW Cell No. 6 & C&D Cell No. 2
12.	Sequence of Fill – MSW Cell No. 7 & C&D Cell No. 3

- 
13. Sequence of Fill – MSW & C&D Final Grades
  14. Typical Sequencing Plan
  15. Operations Plan and Prohibited Waste Exclusion Plan
  16. Closure and Post-Closure Care Plan
  17. Environmental Monitoring Plan
  - 18-19. Water Monitoring Plan
  20. Methane Gas Monitoring Plan
  21. General Construction Details
  22. Erosion Control Details
  23. Liner and Leachate Collection System Details
  24. Final Cover System Details
  - 25-26. Construction Quality Assurance (CQA) Plan
4. **Administer Application, Public Notices and Public Meetings/Hearings.** IES will assist the County with completing and submitting the application for a Major Modification to the existing permit, in addition to the letters regarding consistency with local zoning and the regional solid waste management plan. IES will assist the County by providing a draft advertisement for the required public notices and meetings/hearings:
- Waste Management Needs / Siting Decision Meeting
  - Notice of Submission of Application
  - Notice of Receipt of Site Suitability Notice
  - Final Public Hearing
- The cost associated with this task does not include IES attending the public meetings or hearings and does not include the cost of retaining a court reporter to transcribe these meetings.
5. **Assist County with completion of Cover Letter and Checklist for Administrative Review.** IES will prepare the cover letter required by the Five-Year Permit Review, in addition to preparing a binder with permit documents demonstrating reporting compliance, using information provided by the County. This proposal assumes the cost of IES making one (1) trip to the office of EPD's Solid Waste Management Program in Atlanta, Georgia to review the facility's file for information and documentation necessary to include in this binder.
6. **Meetings with County and Georgia EPD.**
- a. IES will present the plans to the County landfill staff and Administrator for approval prior to submission to EPD.
  - b. IES will schedule an in-person meeting with EPD when IES submits the hard copy application and presents the final set of plans.

The scope of this work does not include IES addressing a significant amount of EPD review comments following the initial submittal. Should this be needed, then IES will notify the County

---

of the additional work requested by EPD and review the project budget for any revisions, if necessary.

### **ANTICIPATED SCHEDULE**

County issues IES Notice to Proceed	July 2021
IES completes Site Assessment Report	October 2021
GEC completes Slope Stability & Settlement Analysis	November 2021
County holds Waste Management Needs / Siting Decision Meeting	November 2021
IES completes D&O Plans and Application	December 2021
County issues Notice of Application Being Submitted	January 2022
EPD issues Administrative Completeness Letter	January 2022
EPD issues Site Suitability Notice	July 2022
County issues Notice of Receipt of Site Suitability Notice	July 2022
County holds Final Public Hearing	August 2022
EPD issues Major Modification Permit	July 2023
Permit becomes final and effective	August 2023

Again, the deadline to submit the Five-Year Permit Review is January 1, 2022. However, because this Review is being submitted as a Major Modification, Georgia EPD indicated to us it takes them between 18 and 24 months to complete the review process and issue a new permit.

### **ESTIMATED FEE**

IES recommends a budget of \$66,500.00 to complete this consolidated work. IES will invoice the County monthly for the work completed that month at our standard hourly rates plus expenses (see attached rate sheet). IES will not exceed this budget unless the scope of work delineated above changes significantly and without written authorization from the County.

Enclosed are two (2) copies of our standard proposal acceptance sheet. Please sign both copies, return one (1) copy to our office. This will serve as our notice to proceed.

Should you have any questions, or need any additional information, please contact IES at (478) 365-8609.

Sincerely,

**INNOVATIVE ENGINEERING STRATEGIES, LLC.**



Michael W. Biers, P.E.  
*Project Manager*



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

7/20/2021

**E & R / NOD - Mobile Home Tax Digest**

**2021 Digest Year**

Map & Parcel	Name	100% Value From	100% Value To	Memo
30 5 1	Bates, Jennell McCroan	\$ 18,305.00	\$ -	Delete 2021 MH tax bill. MH sold and moved to Jackson Co March 2020.

**E & R / NOD -Property Tax Digest**

**2020 Digest Year**

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Decatur Gin Company Inc	\$ 2,187,795.00	\$ 2,451,719.00	Item should have been reported in 2020, but was not reported until 2021 tax return.
		\$ 2,206,100.00	\$ 2,451,719.00	

Mark Harrell - Tax Commissioner

Oille H Mackey - Tax Assessor

Pete Stephens, Chairman - Board of Commissioners

STATE OF GEORIGIA  
COUNTY OF DECATUR

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Pete Stephens, Chairman of the Decatur County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Decatur County Board of Commissioners met in a duly advertised meeting on July 27, 2021.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at \_\_\_\_\_ a.m./p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

\_\_\_ Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

\_\_\_ Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2) and (insert the citation to the legal authority making the tax matter confidential) \_\_\_\_\_;

Discussion of the future purchase, disposal of or lease of real estate as provided by O.C.G.A. 50-14-3(4);

\_\_\_ Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

\_\_\_ Other \_\_\_\_\_ as provided in \_\_\_\_\_.

This 27<sup>th</sup> day of July, 2021.

Pete Stephens  
Pete Stephens, Chairman  
Decatur County Board of Commissioners

Sworn to and subscribed  
Before me this 27<sup>th</sup> day of  
July, 2021.

Notary Public Michelle

My commission expires:  
\_\_\_\_\_

