

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JULY 28, 2020

PRESENT: CHAIRMAN PETE STEPHENS, VICE-CHAIRMAN DENNIS BRINSON, COMMISSIONERS, RUSTY DAVIS, GREG MURRAY, GEORGE ANDERSON, AND STEVE BROCK, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND DEPUTY 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, all those assembled pledged allegiance to the flag of the United States of America. Vice-Chairman Brinson gave the invocation.

APPROVAL OF AGENDA

Vice-Chairman Brinson wanted to amend the agenda by adding personnel to the executive session. With this amendment being added, Commissioner Davis made a motion to approve the agenda. Commissioner Brock 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 14, 2020 as presented. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Resolution – Industrial Revenue Bonds. Chairman Stephens recognized County Administrator Thomas. Thomas stated that the Board was familiar with A-1 Truss Company which is the industry that the bonds are for. The bonds will be provided by the Development Authority, but the Board would be responsible for signing off as host approval for the Development Authority. A-1 Truss Company would receive a \$10,000,000 tax exempt bond, and an additional taxable bond not to exceed \$7,000,000. County Administrator Thomas stated there would be no liability to the County for these Industrial Revenue Bonds and it would have no negative result on the County's credit rating. County Administrator Thomas recommended that the Board approve these Industrial Revenue Bonds. Commissioner Brock made a motion to approve the Industrial Revenue Bonds and Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

Consider Selection for Administrative Consulting Services and Engineering Consulting Services – CDBG-EIP Project. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that this CDBG, Employee Incentive Program would also be for A-1 Truss Company where Decatur County would apply for CDBG funds to do site work that needed to be done to get A-1 Truss Company up and running. County Administrator Thomas said

that a committee of 3 members has been assigned. County Administrator Thomas recommends that the Board approve these Consulting Services. Commissioner Davis moved, seconded by Commissioner Murray, that based upon a review of the proposals received, the scoring of the criteria on the scoring worksheets. And following discussion of proposals, County hire Bob Roberson & Associates as administrative consultants, and Watkins and Associates as engineering consultants, to design, and to complete CDBG projects for the County as proposed. The motion passed unanimously.

Consider Approval of Fee Schedule – Bainbridge and Decatur County Building Department. Chairman Stephens recognized County Administrator Thomas. County Administrator stated after speaking with Steve O’Neil from the City that our fee schedule needed to be adjusted. County Administrator stated that he had sent the proposed fee schedule out to each Commissioner by email for any input or questions. County Administrator Thomas stated the Planning Director has recommended the Fee Schedule and County Administrator Thomas has reviewed the Fee Schedule and recommends to the Board to approve the Fee Schedule and to adopt the resolution and since it’s a joint venture with the City of Bainbridge, the City would have to approve as well. Commissioner Brock made the motion to approve the Fee Schedule and Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Seller Agreement – BigTruckBid, LLC. Chairman Stephens recognized County Administrator Thomas. County Administrator stated that this is a specialty company that primarily sells large equipment. County Administrator Thomas stated that the Board had approved in the last meeting to sell a dump truck and a semi-truck and Decatur County normally uses govdeal to sale surplus, but in this case, County Administrator Thomas thinks it’s more beneficial to use this seller. County Administrator Thomas also stated that if the seller doesn’t sell the equipment, it’s no harm to the County. But, if the equipment does sell, there’s a 5% buyer’s premium and also a 5% commission fee. County Administrator Thomas recommends the approval of Seller Agreement. Commissioner Davis made the motion to approve the Seller Agreement and Commissioner Murray seconded the motion. After a brief discussion, a vote was taken and unanimously approved.

Consider Approval of Bid for Dump Truck – Public Works. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas stated that after the last meeting the plan was to request the purchase a new dump truck in about 6-10 months from now, but since the last meeting, the chipper truck has had mechanical issues that are too expensive to repair. County Administrator Thomas recommends purchasing a second dump truck for the same price as the dump truck approved from the last meeting. County Administrator Thomas stated the new dump truck would be replacing the old dump truck and the old dump truck would be converted to the chipper truck. County Administrator Thomas also stated that a dump truck is budgeted in T-SPLOST, therefore, T-SPLOST funds would be used to purchase this dump truck. Commissioner Brock made the motion to approve the Bid for Dump Truck and Vice-Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Request from Industrial Park – Disposal of Surplus Property. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas is recommending to the Board to approve the sale of a 1997 Ford F150 truck with 174,425 miles, the repairs needed for the truck far exceed the value of the truck. Vice-Chairman Brinson made the motion to approve the Disposal of Surplus Property and Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Errors and Releases Report from Tax Commissioner. Chairman Stephens recognized County Administrator Thomas. County Administrator Thomas recommends that the Board approve the errors and releases submitted by the Tax Commissioner, stating the Tax Commissioner and the Board of Assessors have approved. Vice-Chairman Brinson made the motion to approve the Errors and Releases Report and Commissioner Davis seconded the motion. A vote was taken and unanimously approved.

Vice-Chairman Brinson made the motion to go into executive session to discuss Real Estate, Litigation and Personnel. Commissioner Murray seconded the motion. A vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the board room. Vice-Chairman Brinson made to the motion to go back into regular session. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.


Chairman Stephens stated that Real Estate and Litigation was discussed in executive session. Chairman Stephens stated the Board has agreed for County Administrator Thomas to process and pursue the purchase of a small piece of property which is located on Sharber Road, it's PARCEL #0074014 and DEED #12. Commissioner Davis made the motion to Approve the Purchase of Property. 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.

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

Approved: 
Chairman

Attest: 
County Clerk

A RESOLUTION

IN SUPPORT OF THE ISSUANCE BY THE DEVELOPMENT AUTHORITY OF BAINBRIDGE AND DECATUR COUNTY, OF ITS INDUSTRIAL REVENUE BONDS (PROJECT LILY), IN ONE OR MORE SERIES, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$10,000,000.

WHEREAS, the Development Authority of Bainbridge and Decatur County (“Authority”), acting by and through its governing body, is authorized and empowered to promote and develop the economic welfare of Decatur County (“County”) and the City of Bainbridge (“City”) to provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the County and the City and act in conjunction with other persons and organizations, public or private, in the promotion and advancement the State of Georgia (“State”);

WHEREAS, the Authority is further authorized to issue revenue bonds, payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues to provide funds for any program authorized by the Development Authorities Law, Official Code of Georgia Annotated section 36-62-1, *et seq.* (collectively, “Act”);

WHEREAS, A-1 Roof Trusses LTD., Company, a Florida corporation (“Borrower”), has requested the Authority to issue not to exceed \$10,000,000 of the Authority’s industrial revenue bonds (“Tax-Exempt Bonds”) in one or more series, tax-exempt, and not to exceed \$7,000,000 of the Authority’s industrial revenue bonds in one or more series, taxable (“Taxable Bonds,” with Tax-Exempt Bonds, collectively, “Bonds”), so the Borrower may (A) defray the cost of the acquisition, construction, improvement, and equipping of an approximately 150,000 square foot, manufacturing facility with related equipment to be located at 1415 Brinson Airbase Road, Bainbridge, Decatur County, Georgia 39817 (collectively, “Projects”); (B) provide for capitalized interest, if any, related to the Bonds; and (C) provide for certain fees and expenses to be incurred in connection with the issuance of the Bonds;

WHEREAS, the Projects will be initially owned by the Authority but leased to and operated by the Borrower;

WHEREAS, the Borrower anticipates that the Projects will benefit the State, the County, and the City, generally and, in particular, by assisting the Borrower in the creation and maintenance of permanent employment (both direct and indirect) for people from the County, the City, and surrounding areas, with a resulting alleviation of unemployment and a substantial increase in payrolls, tax revenues, and other public benefits incident to the conduct of such businesses not otherwise provided locally; and

WHEREAS, on July 16, 2020, prior to any deliberations by the County Commission regarding this Resolution, the Authority held a public hearing for and on behalf of the County Commission, at which all interested persons were given a reasonable opportunity to express their views, for the purposes of complying with Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 5f.103-2(f), as amended (collectively, “Federal Tax Requirements”). The public hearing was duly noticed by publication on the Authority’s website, not less than 14 days prior to the date of the public hearing.

NOW, THEREFORE, BE IT RESOLVED by County Commission as follows:

Section 1. The Authority for and on behalf of the County Commission conducted the public hearing for purposes of satisfying the Federal Tax Requirements and provided a report to the County Commission.

Section 2. Based on information received by the Authority from the Borrower, which was in turn provided to the County Commission, it is hereby found, determined and declared that (a) the Projects will serve the purposes of the Act; (b) the Projects are anticipated to benefit the general public welfare of the

locality by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Projects will give rise to no pecuniary liability of any county or incorporated municipality, including the County and the City, or a charge against either's general credit or taxing power; (d) the amount of Bonds required to finance the Projects is not exceeding \$17,000,000, of which not to exceed \$10,000,000 will be issued as tax-exempt, and not to exceed \$7,000,000 will be issued as taxable; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Projects (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Projects and carry all proper insurance with respect thereto.

Section 3. Solely for purposes of satisfying the Federal Tax Requirements, the Projects and the Tax-Exempt Bonds are hereby granted "approval."

Section 4. The Chairman of the County Commission is hereby authorized and directed to execute such documents as may be necessary to evidence the County's "host approval," as defined in the Federal Tax Requirements.

Section 5. This Resolution shall take effect and be in full force and effect from and after its adoption.

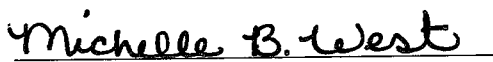
ADOPTED: July 28, 2020

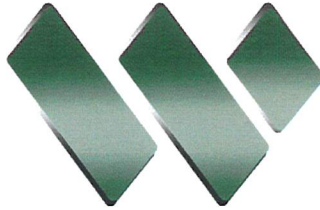
DECATUR COUNTY, GEORGIA

(SEAL)

By: 
Chairman, County Commission

ATTEST:


Clerk, County Commission



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

August 12, 2020

Alan Thomas, County Administrator
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, GA 39818

Subject: Decatur County, Georgia
FY 2021 CDBG/EIP Project
W&A Project No.: W0405-022-01
CDBG Project No.: To Be Determined

Dear Mr. Thomas:

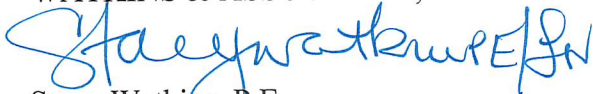
Enclosed you will find two (2) copies of the Contract Agreements for the above subject project that was approved for funding by the Department of Community Affairs (DCA).

I have signed the Agreements. After you have reviewed the Contract Agreement and agree, please sign where indicated and return one copy back to me.

As always, Watkins & Associates, LLC appreciates the opportunity to provide engineering services to the Decatur County Board of Commissioners.

Sincerely,

WATKINS & ASSOCIATES, L.L.C.


Stacy Watkins, P.E.

Enclosures: (2) Copies of the Contract Agreements

cc: Project File

AGREEMENT
FOR ENGINEERING AND RELATED
PROFESSIONAL SERVICES

THIS AGREEMENT made as of 28th day of July, 2020, by and between the **DECATUR COUNTY BOARD OF COMMISSIONERS** hereinafter referred to as the "Client", and **WATKINS & ASSOCIATES, L.L.C.**, hereinafter referred to as the "Consultant".

WHEREAS, the Client intends to implement a grant award program under the Community Development Block Grant and other funding sources which will be paid for in full or in part with financial assistance from the United States of America, acting through the Federal Community Development Block Grant Program as administered for the Federal Department of Housing and Urban Development by the State of Georgia Department of Community Affairs, (hereinafter referred to as DCA); and

WHEREAS, the Client requires certain technical services for the implementation of such grant award program; and

WHEREAS, the Client recognizes that the Consultant has the expertise which it requires; and

WHEREAS, the Parties hereto are desirous of entering into an agreement for Consultant to furnish the various technical services hereinafter described which the client requires.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties do hereby agree as follows:

I. SELECTION OF CONSULTANT

The Consultant has been selected by the Client following an objective review of the Consultant's ability to provide the specified services, in compliance with local standards for procurement of professional services and Federal Circular No. A-102.

II. SCOPE OF SERVICES

1. Services by Consultant:

The Consultant shall perform all the necessary surveying, engineering design, preparation of Contract Documents, specifications and Contract Administration specified in this Agreement in connection with the Client's Funding Program, (hereinafter referred to as "the Project") as follows:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits.
- Prepare Construction Plans for project. The plans shall consist of: Soil and Erosion Control Plan; Plan to include topo, alignment and piping; water & Sanitary Sewer improvements, Summary of Quantities Sheet; and Details that meet Georgia Department of Transportation Standards.
- Preparation of all necessary drainage easement drawings (if needed) and documents. Easements to be obtained by the Decatur County Board of Commissioners.
- Submit and obtain required permits and approvals from the appropriate government agencies (i.e. Erosion Control Permit, NPDES Notice of Intent, U.S Corps of Engineers, etc.).
- Assist the Decatur County Board of Commissioners in advertising for bids. Hold bid opening and prepare Bid Tabulation and Recommendation of Award.
- Prepare all Contract Documents and submit to the Decatur County Board of Commissioners for review and approval.
- Attend Pre-Construction Conference and issue Notice to Proceed.
- Provide and perform Construction Review Services.

- Review Contractor's payment request. Prepare necessary change orders.
- Provide Final Construction Review.

2. Obligation of Client:

The Client shall provide all the necessary support to assist Consultant in the performance of its services outlined above regarding the project as follows:

- (a) Provide timely overall policy direction for project.
- (b) Provide legal services incidental to or necessary for: entering contracts or resolving contract disputes, acquisition of rights-of-way and exercise of eminent domain.
- (c) Inform Consultant of and assist Consultant with any unusual site conditions.
- (d) Obtain easements and/or rights-of-way necessary for design and construction of the project; and
- (e) Make itself, its employees, and officials available to Consultant for timely consultation and decision-making.

III. TIME OF PERFORMANCE:

Upon execution of this Contract and commitment by a grant funding agency or other funds to the Client, Consultant will commence performance of its services hereunder, and will complete same within a time period required to meet project schedules.

IV. COMPENSATION:

In consideration of services rendered under the provisions of this Contract, the Client will pay the Consultant fees for services as indicated in the Preliminary Engineering Report submitted to the Decatur County Board of Commissioners and the Department of Community Affairs.

V. METHOD OF PAYMENT:

Compensation for services rendered and associated expenses under this Contract shall be made in monthly payments in proportion to progress on project activities as billed by the Consultant.

VI. THE PROJECT:

The project for which the grant funds have been or will be committed is generally described as follows:

FY-2020/2021 Community Development Block Grant
CDBG Project No.: To Be Determined

VII. NOTICES AND REPRESENTATIVES:

(a) All notices required herein between the parties hereto shall be given in person or by mail and if by mail such notice shall be considered as given on the date following date of mailing in the United States Mail with proper postage affixed thereto and addressed as follows, which are the respective names and addresses of the Client and Consultant:

CLIENT: **DECATUR COUNTY BOARD OF COMMISSIONERS**

ATTENTION: **Mr. Pete Stephens, Chairman**

CONSULTANT: **WATKINS & ASSOCIATES, L.L.C.**

103 West 6th Street

Tifton, GA 31794

ATTENTION: **Stacy Watkins, P.E.**

- (b) The persons to whose attention the notices described in subparagraph (a) above are to be directed shall be the respective representatives of the Client and the Consultant who will act as liaisons for administration of the Contract.

VIII. TERMS AND CONDITIONS:

The terms and conditions attached hereto as "Exhibit A" are expressly understood and are mutually agreed to by the Parties hereto. The said terms and conditions are hereby incorporated herein and made a part of this agreement by this reference.

IN WITNESS WHEREOF the Parties have made and executed, sealed and delivered in duplicate as of the day and year first above written, each of the said Parties keeping one of the copies hereof.

CONSULTANT: WATKINS & ASSOCIATES, L.L.C.

By: _____


Stacy Watkins, P.E.

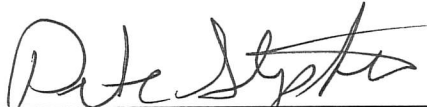
ATTEST: _____


Alyson Brown, Notary



CLIENT: DECATUR COUNTY BOARD OF COMMISSIONERS

By: _____


Mr. Pete Stephens, Chairman

ATTEST: _____

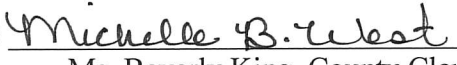

~~Ms. Beverly King, County Clerk~~
Michelle B. West

EXHIBIT "A"
TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner any material obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Client shall thereupon give written notice to the Consultant of such failure, violation or breach. If Consultant has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Contract shall, at the option of the Client, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Termination by Mutual Consent. This Contract may be terminated at any time by mutual written consent of the Parties hereto, the effective date thereof to be at least thirty (30) days from the date of such mutual written consent. If the Contract is terminated as provided herein, the Consultant will be paid for the fees provided and expenses incurred up to the termination date.
3. Changes. The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Client and the Consultant, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Client.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
5. Reports and Information: The Consultant, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
6. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract. These records will be made available for audit purposes to the

Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client.
8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
9. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the Client harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
10. Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - b. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 - c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records,

and accounts by the Client and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Consultant's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11245 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. Section 109 of the Housing and Community Development Act of 1974.
- a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Interest of Members of a Public Body. No member of the governing body of the Client and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
16. Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.
17. Georgia Energy Code. The Consultant and Client do hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included in all project design, where applicable.
18. Architectural Barriers. The Consultant and Client do hereby acknowledge and agree that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included in all project design, where applicable.
19. Rehabilitation Act of 1973, Section 504 Handicapped.
 - a. The engineer will not discriminate against any applicant for the employment or employee because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The engineer agrees to take affirmative action to employ, advance in employment and otherwise treat handicapped individuals without discrimination based on their physical or mental handicap in all employment practices such as the following: employment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The engineer agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - b. In the event of the engineer's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders for the Secretary of Labor issued pursuant to this Act.
 - c. The engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the owner or contracted administrator for this program. Such notices shall state the engineer's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - d. The engineer will notify each labor union representative of workers with which it has a collective bargaining agreement or other contract understanding, that the engineer is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and

is committed to take affirmative action to employ and advance in employment qualified physically and mentally handicapped individuals.

- e. The engineer will include the provisions of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of this Act, so that such provisions will be binding to each subcontractor or vendor. The engineer will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance. Programs may direct to enforce such provision, including action for noncompliance.
20. Termination. Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the consultant shall fail to fulfill its obligations under this contract in a timely and proper manner, or if the consultant shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/Consultant may terminate this contract by giving written notice to the consultant of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the consultant shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work. Furthermore, the consultant will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the consultant during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.
21. Liquidated Damages for Delays. There will be no liquidated damages for this contract.
22. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:
- a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
 - b. To any acts of the Owner.
 - c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

- d. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of the delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period commensurate with the period of excusable delay.

**RESOLUTION OF THE DECATUR COUNTY BOARD OF COMMISSIONERS TO ADOPT
AN UPDATED FEE SCHEDULE OF THE BAINBRIDGE-DECATUR COUNTY BUILDING
DEPARTMENT AND TO REPEAL ANY PRIOR FEE SCHEDULE**

WHEREAS, Decatur County has been made aware of the need to revise and amend the fee schedule of the Bainbridge-Decatur County Building Department, and

WHEREAS, Decatur County desires to repeal prior resolutions that established the current fees,

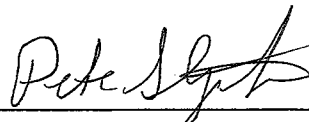
DECATUR COUNTY RESOLVES AS FOLLOWS:

SECTION 1. The Bainbridge-Decatur County Building Department Residential & Commercial Fee Schedule Document, which is attached hereto and incorporated herein by this reference, is hereby approved and establishes the fees and charges for building permits to become effective on September 1, 2020.

SECTION 2. All other fees and charges inconsistent with the fees and charges set forth herein are repealed.

NOW, THEREFORE, BE IT RESOLVED, this resolution was duly PASSED and ADOPTED this 28th day of July, 2020, and becomes effective September 1, 2020.

**DECATUR COUNTY BOARD
OF COMMISSIONERS**



Pete Stephens, Chairman

ATTEST: Michelle B. West
County Clerk

(SEAL)



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

7/17/2020

E & R / NOD - Mobile Home Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
45 41	Lambert, Dennis Lamar & Susan Imgram	\$ 7,450.00	\$ 4,457.00	Appeal Finalized 1990 MH Redman
45 41	Lambert, Dennis Lamar & Susan Imgram	\$ 22,080.00	\$ 18,234.00	Appeal Finalized 1999 MH Fleetwood

E & R / NOD - Real Property Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
52 25	Edwards, John R & Sheila W	\$ 405,202.00	\$ 405,202.00	Covenant Breached. Amount Due \$5,895.53 Paid. Conservation Use Covenant Removed for 2020. V5 Changed to A6

Mark Harrell - Tax Commissioner

Bill Harrell - Board of Assessors

Pete Stephens, Chairman - Board of Commissioners

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 28, 2020

2.

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

3,

The executive session was called to order at 8:00 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);

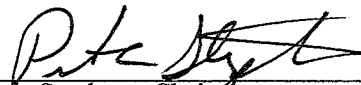
Discussion of deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other _____ as provided in _____

This 28th day of July, 2020

Sworn to and subscribed
Before me this 28th day of
July

Notary Public Michelle B. West


Pete Stephens, Chairman
Decatur County Board of Commissioners

My commission expires _____

