

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, JUNE 28, 2022

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

ABSENT: VICE CHAIRMAN DENNIS BRINSON

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

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

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held June 14, 2022, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Unified Development Ordinance Update. Chairman Stephens recognized Community Development Director, Steve O'Neil who stated a copy of the ordinance has previously been provided to each Commissioner and he trusted that everyone has reviewed the ordinance. Director O'Neil stated this document is considered to be the first reading of the document. The original ordinance was adopted in 1989 and amended in 2000. Director O'Neil stated the current ordinance has served its purpose, but the environment is changing and the ordinance needs to be updated to adapt to these changes and provide for better developments in Decatur County. In 2020 the RFP was sent out and Jenkins, Bowen and Walker, land use attorneys were awarded the bid for \$25,000 to revise the ordinance. Director O'Neil stated multiple people with the City and County have been involved with Jenkins, Bowen and Walker in revising the ordinance to meet the needs of Decatur County. Director O'Neil stated the Planning Commission has reviewed and approved the ordinance. After reviewing the ordinance and with consent of the Board, two Public Hearings will be held. The first Public Hearing would be held to adopt the policies and procedures of business being conducted and the second Public Hearing would be held to adopt the Unified Development Ordinance. No further action on this matter is required at this time.

Consider Indigent Defense Services Agreement. Chairman Stephens recognized County Administrator Thomas who stated this is an annual agreement that is reviewed and approved for indigent defense services performed by the Public Defender's Office. County Administrator Thomas stated the total cost for this year is \$207,882.84 and is similar to the previous contract and recommends approval

by the Board. Commissioner Brock made the motion to approve the agreement, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Local Option Sales Tax Certificate of Distribution. Chairman Stephens recognized County Administrator Thomas who stated following the Census Bureau count every ten years the law requires that the communities renegotiate the certificate of distribution for the Local Option Sales Tax. This negotiation has been completed with Bainbridge, Attapulgus and Climax agreeing to the new distribution percentages. A meeting with the Town of Brinson will be scheduled to discuss the distribution percentages in the near future. County Administrator Thomas stated the certificate of distribution was approved by Bainbridge City Council in their meeting last week and bears the signature of Mayor Edward Reynolds. Administrator Thomas recommended approval by the Board. Commissioner Davis made the motion to approve the certificate of distribution, a copy of which is attached. Commissioner Anderson 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 a motion to approve the Errors and Releases. Commissioner Anderson 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 Anderson seconded the motion, a vote was taken and unanimously approved.

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

Chairman Stephens stated property acquisition was discussed in executive session and recognized County Attorney Kirbo who stated the County has acquired a half interest in a two-acre tract of land that was forfeited by virtue of civil forfeiture action from a person who has drug charges pending against him. The civil action attempted to forfeit a hundred percent interest in the property, but the property had a half interest in the real estate that was owned by someone else. Decatur County has acquired the mobile home on the property, that is a valuable asset, but Decatur County has only a half interest in the two acre-tract of land on which the mobile home sits. Decatur County has received a proposal from the owner to sale the half interest to the County for \$5,000, which is what the Board discussed in executive session. The Board will need to determine if they want to acquire the property for that sum of money. If the County decides to acquire the property, the process will be started to acquire the property and eventually if the County decides to sale the property to generate some funds it would be brought back before the Board to consider as surplus property and get in position to sale. County Attorney Kirbo stated the funds to pay the \$5,000 would be coming from the forfeiture account and not the general funds of Decatur County. Commissioner Barber made a 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.

ADJOURN

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

Approved: _____

Chairman, Pete Stephens

Attest: _____

County Clerk, Michelle B. West



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into between the Circuit Public Defender Office of the South Georgia Judicial Circuit ("**Public Defender Office**"), the governing authority of Decatur County, a body politic and a subdivision of the State of Georgia ("**County**"), and the Georgia Public Defender Council ("**GPDC**") and its successors to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended. The initial term of this Agreement shall commence July 1, 2022 and end on June 30, 2023.

WHEREAS, O.C.G.A. § 17-12-23 (d) provides that a city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws.

WHEREAS, O.C.G.A. § 17-12-26 (c) (4) provides that "neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses which may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section."

WHEREAS, OCGA § 17-12-32 provides that the governing authority of any county or municipality within the judicial circuit which provides additional personnel for the office of circuit public defender may contract with the council to provide such additional personnel in the same manner as is provided for state paid personnel in this article.

WHEREAS, O.C.G.A. § 17-12-34 provides that the governing authority of each county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

WHEREAS, O.C.G.A. § 17-12-35 provides that a circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement.

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NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. Pursuant to OCGA §§ 17-12-27 to -29, GPDC and the Public Defender Office agree to provide the County, which is in the South Georgia Judicial Circuit, the statutory services of a full-time circuit public defender office to consist of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. Pursuant to OCGA § 17-12-23, GPDC and the Public Defender Office shall provide representation to indigent defendants in the following cases:

- (1) cases prosecuted in the superior court of Decatur County under the laws of the state of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) hearings in the superior court of Decatur County on a revocation of probation;
- (3) cases prosecuted in the juvenile court of Decatur County in which a child in a delinquency case may face a disposition of confinement, commitment or probation; and
- (4) direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. Pursuant to OCGA § 17-12-22, GPDC shall provide for legal representation in those cases described in Section 1.02 for which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services.

(a) The Public Defender Office agrees to provide and the County agrees to pay for the additional personnel and services described in Attachment A. The amount to be paid includes a 7% administrative services fee. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B (annual budget). Attachment B is incorporated into this agreement by reference. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement.

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(b) Any additional personnel employed by the Public Defender Office pursuant to this section are county funded full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel shall serve at the pleasure of the South Georgia Judicial Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION FOR COSTS NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The County agrees to pay its pro rata share of the overall circuit budget as described in Attachment A which includes the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is stated in Attachment A. The County agrees to the payment terms in Attachment B.

Section 3.02 Payment of Office Expenses. The County agrees that its pro-rata share of office expenses for the efficient operation of the Public Defender Office shall be paid directly to the Public Defender Office. The Public Defender Office shall use these funds to pay for the necessary costs of buildings, utilities, telephone expenses, staff supplements, materials and supplies as may be necessary.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and reimbursement of expenses which are incurred under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The initial term of this agreement is 12 months beginning July 1, 2022, and ending June 30, 2023, and shall be automatically renewed for an additional 12 month term unless an affirmative act to terminate this agreement is taken by the County or such steps by either party in compliance with paragraph 5.07 of this agreement.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at the minimum level of its most recently budgeted funding (FY22 or FY23 planned budget) and as part of this support the County agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition or provision (collectively referred to as "part") of this agreement that is judged or declared to be void, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue in full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue in full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction.

(a) The Public Defender Office, the County and GPDC acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton County Superior Court has a court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person at the address indicated below:

Circuit Public Defender of the South Georgia Judicial Circuit:

Tre McLendon
Office of the Circuit Public Defender
118 River Street
P.O. Box 1045
Bainbridge, GA 39817

Governing Authority of Decatur County:

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

Georgia Public Defender Council:

Omotayo Alli, Director
GPDC
104 Marietta Street, Suite 200
Atlanta, GA 30303

Section 5.06 Agreement modification. This agreement, including all attachments, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails to a budget revision prior to its effective date where the revision does not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the GPDC, no modifications may be made without prior notice to and agreement by the Director.

Section 5.07 Termination.

(a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, GPDC and the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. Certification by the Director of the GPDC of the reduction in State funds is conclusive. Certification by the County representative designated in Section 5.05 of this agreement of the reduction in county funds is conclusive. The County shall promptly notify GPDC and the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. GPDC and the Public Defender Office shall then immediately cease

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providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the parties may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection, GPDC and the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the GPDC and Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the County, Public Defender Office and GPDC agree to comply with the provisions of Section 5.08 (a).

Section 5.08 Cooperation in transition of services.

(a) During or at the end of the agreement. GPDC and the Public Defender Office agree upon termination or expiration of this agreement, in whole or in part, to cooperate as reasonably requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate GPDC and Public Defender for all post-termination or post-expiration services under this subsection. GPDC and the Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the suspension, termination, or expiration of the agreement.

(b) **Statutory responsibility.** The County, the Public Defender Office and GPDC acknowledge that they each have responsibilities for indigent defense costs under applicable law, including the Georgia Indigent Defense Act of 2003, as amended, and that the suspension, termination, or expiration of this agreement does not relieve any party of their responsibility under the law.

Section 5.09 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties execute this Agreement effective on the last date indicated below.

**Circuit Public Defender Office
South Georgia Judicial Circuit**

By: _____
Tre McLendon
Circuit Public Defender

Attest:

(Seal)

Decatur County

By: Pete Stephens
Pete Stephens
Chairman
Decatur County Board Of Commissioners

Attest:
Michelle B. West (Seal)



Georgia Public Defender Council

By: _____
Omotayo Alli,
Director

Attest:

(Seal)

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ATTACHMENT A

DECATUR COUNTY SOUTH GEORGIA JUDICIAL CIRCUIT July 1, 2022 – June 30, 2023

The County agrees to pay GPDC the sum of \$207,882.84 in 12 equal monthly installments, which amount includes the 7% Administrative Fee. Installments will be paid directly to GPDC and the Public Defender Office by the 15th day of each month as set out in the body below. GPDC and the Public Defender Office agree to use these funds for the purpose of paying the salary, benefits, administrative costs, supplements, the costs of travel and other work related expenses, appropriate offices, utilities, telephone expenses, materials and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner.

Invoices for the monthly billing amount of \$6,657.80(County Funded/State Paid Personnel) inclusive of all administrative fees but exclusive of salary supplements shall be sent to:

**Decatur County Board of Commissioners
Attn: Pete Stephens, Chairman
P.O. Box 726
Bainbridge, Ga 39818**

Installments will be paid directly to GPDC at the following address:

**GPDC
Attn: Jason Ring
104 Marietta Street
Suite 200
Atlanta, GA 30303**

Invoices for the monthly billing amount of \$8,499.10 (Operational and Salary Supplements) shall be sent to:

**Decatur County Board of Commissioners
Attn: Pete Stephens, Chairman
P.O. Box 726
Bainbridge, Ga. 39818**

Installments will be paid directly to The Public Defender Office at the following address:

**Office of Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Ga. 39818**

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ADDITIONAL PERSONNEL AND SERVICES

Definition. For the purposes of this agreement and this attachment the terms "additional personnel" and "additional services" means those provided by the Public Defender Office in addition to those that GPDC and the Public Defender Office are required by statute to provide.

Additional Personnel and Services. The Public Defender Office agrees to provide and the Counties agree to pay for the additional services and personnel described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. Any additional personnel employed by the Public Defender Office pursuant to this attachment are county funded full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

The Public Defender Office agrees to provide attorneys for indigent defendants in the courts and areas listed below:

- State Court of Decatur County including misdemeanor cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged and handled by the Decatur County State Court. The county remains responsible for conflicts in the event there is a conflict of interest which requires another attorney to be appointed.

Compensation for Additional Services. During the term of this agreement, the County agrees to pay the Public Defender Office the sum of \$26,000.04 in 12 equal monthly installments of \$2,166.67 for the additional services provided by the Public Defender Office in the State Court of Decatur County. Installments will be paid by the 15th day of each month. The Public Defender Office agrees to use these funds for the purpose of supplementing the salaries of the attorneys and administrative staff of the Public Defender Office for the additional services provided.

Decatur County
Monthly Costs for State Court
\$2,166.67

Total Monthly Costs For Decatur County
Including State Court
\$17,323.57

Atlanta Office : \$6,657.80
Bainbridge Office : \$10,665.77

Invoices for the monthly billing amount for State Court services will be sent to:

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

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Payments of invoices will be made to:

Office of Public Defender
South Georgia Judicial Circuit
P.O. Box 1045
Bainbridge, Ga. 39818

These payments for the services provided in Decatur County State Court are in addition to those described in the section of Attachment A entitled *Salaries, Benefits And Administrative Costs For Staff Positions*.

The Public Defender Office will use the funds received from Decatur County State Court for the purpose of employing an additional attorney to provide representation in the juvenile courts of this circuit or as otherwise needed to meet and comply with the legal responsibilities and obligations of this office.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a manner consistent with applicable ethical and professional standards. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets those standards, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking additional cases. The provisions of Section 5.08 of the Agreement shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift such suspension. At any time during a period of suspension of the additional services, up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties' obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

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SOUTH GEORGIA CIRCUIT PUBLIC DEFENDER OFFICE

ATTACHMENT B

July 1, 2022 - June 30, 2023

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 418,537.94	\$ 134,975.73
Public Defender Administrative	*	\$ 248,436.51	\$ 83,192.38
7% Administrative Fee	*		\$ 15,271.77
Office Expenditures	*		\$ 102,594.69
Supplements	*		\$ 195,405.96
TOTAL:		\$ 666,974.46	\$ 531,440.54

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Baker	3.35%	\$ 7,824.22	\$ 652.02
Calhoun	6.49%	\$ 15,161.47	\$ 1,263.46
Decatur	34.22%	\$ 79,893.59	\$ 6,657.80
Grady	30.58%	\$ 71,375.63	\$ 5,947.97
Mitchell	25.35%	\$ 59,184.97	\$ 4,932.08
CIRCUIT WIDE TOTAL:	100.00%	\$ 233,439.89	\$ 19,453.32

ADDITIONAL FUNDING - STATE COURT			
County	Excluded from Circuit Budget	Annual	Monthly
Decatur		\$ 26,000.04	\$ 2,166.67
Grady		\$ 26,000.04	\$ 2,166.67
TOTAL COUNTY COST		\$ 207,882.80	\$ 17,323.57
Grady		\$ 188,491.14	\$ 15,707.60

BREAKDOWN BY COUNTY (Operating - including Supplements)			
		Annual	Monthly
Baker	3.35%	\$ 9,988.11	\$ 832.34
Calhoun	6.49%	\$ 19,354.57	\$ 1,612.88
Decatur	34.22%	\$ 101,989.17	\$ 8,499.10
Grady	30.58%	\$ 91,115.47	\$ 7,592.96
Mitchell	25.35%	\$ 75,553.32	\$ 6,296.11
CIRCUIT WIDE TOTAL:	100.00%	\$ 298,000.65	\$ 24,833.39

BREAKDOWN BY COUNTY (Total)			
		Annual	Monthly
Baker	3.35%	\$ 17,812.33	\$ 1,484.36
Calhoun	6.49%	\$ 34,516.04	\$ 2,876.34
Decatur	34.22%	\$ 181,882.76	\$ 15,156.90
Grady	30.58%	\$ 162,491.10	\$ 13,540.93
Mitchell	25.35%	\$ 134,738.29	\$ 11,228.19
CIRCUIT WIDE TOTAL:	100.00%	\$ 531,440.54	\$ 44,286.71



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Decatur County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Attapulgus</u>	shall receive	<u>1.61</u> %
City of <u>Bainbridge</u>	shall receive	<u>45.60</u> %
City of <u>Brinson</u>	shall receive	<u>0.77</u> %
City of <u>Climax</u>	shall receive	<u>1.01</u> %
County of <u>Decatur</u>	shall receive	<u>51.01</u> %

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____, 2022.

MAYOR OF THE CITY OF ATTAPULGUS



MAYOR OF THE CITY OF BAINBRIDGE

MAYOR OF THE CITY OF BRINSON

MAYOR OF THE CITY OF CLIMAX



CHAIRMAN BOARD OF COMMISSIONERS OF DECATUR COUNTY



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

6/20/2022

E & R / NOD - Property Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
79 3	The Choice Investment Property Inc	\$ 173,953.00	\$ 40,598.00	Owner needs a new 2021 tax bill mailed to him for land only.

E & R / NOD - Property Tax Digest

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B75 39	Screen Curtis	\$ 140,486.00	\$ 140,486.00	Add homestead 5, retroactive effective date VA letter. Refund \$1,879.62
		\$ 314,439.00	\$ 181,084.00	

Mark Harrell - Tax Commissioner

David J. Kendrick - Board of Assessors

Pete Stephens, Chairman - Board of Commissioners