

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, MAY 23, 2023

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 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

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' meeting held May 9, 2023, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Vice Chairman Brinson made a motion to approve the minutes of the Special Called meeting held May 15, 2023, as presented. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING – TIMBER HARVESTING ORDINANCE

Commissioner Davis made a motion to enter into the Public Hearing. Commissioner Barber seconded the motion, a vote was taken and unanimously approved. Chairman Stephens recognized County Administrator Thomas who stated in each of the Commissioners' packet is a copy of the proposed timber harvesting ordinance. Attorney Kirbo has also reviewed the ordinance to ensure that it complies with code section 12-6-24, which was updated as a result of House Bill 897 approved in the 2020 session of the legislature. County Administrator Thomas stated part of that bill changed code section 12-6-24 to require the Commissioner of the Georgia Forestry Commission to create a website to provide anyone harvesting timber in the state to report the timber harvest on the website. It also allows for a \$5,000 bond or letter of credit to be required if the timber harvester does any damage to the roads as a result of the harvesting activities. The County could pursue the timber harvester if they damage the road to cover repair costs associated with the road damage. County Administrator Thomas stated the ordinance would be on the agenda at the next Commissioner meeting for the Commissioners to consider approval and opened the floor for questions from the Board or the audience about the ordinance.

After County Administrator Thomas answered questions from the Board, Commissioner Brock made a motion to enter back into Regular Session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Inmate Capacity Agreement – Georgia Department of Corrections.

Chairman Stephens recognized County Administrator Thomas who stated this is an annual intergovernmental agreement with the Georgia Department of Corrections for inmate housing. This agreement is identical to last year's agreement, for 155 inmates at a rate of \$22 per day per inmate. Based on the recommendation of Warden Screen, County Administrator Thomas is recommending approval by the Board. Commissioner Barber made a motion to approve the agreement, a copy of which is attached. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Consider Agreement – Tindall Enterprises. Chairman Stephens recognized County Administrator Thomas who stated Tindall Enterprises is a company that Decatur County has initially contracted with and has offered a ninety-day agreement to operate our Water and Wastewater Treatment Plant at the Industrial Park. County Administrator Thomas stated there is new staff at the WWTP and Tindall Enterprises is also agreeing to train the new staff during the period of ninety-days in the amount of \$54,000. The agreement includes a ninety-day extension if needed and County Administrator Thomas is recommending approval by the Board. Commissioner Brock made a motion to approve the agreement, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Request to Transfer Two Vehicles to Chattahoochee Police Department. Chairman Stephens recognized County Administrator Thomas who stated Chief Deputy Cofer is requesting that two crown vic vehicles be taken out of service and donated to the Chattahoochee Police Department due to financial hardship of the agency. The vehicles will include blue light equipment, which will not fit the current vehicles. The first crown vic is a 2006 model and the second is a 2009 model crown vic and based on Chief Deputy Cofer's request, County Administrator Thomas is recommending approval by the Board. Commissioner Barber made a motion to approve the request. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

Consider Application for Restaurant License – Jill Hurst – Jill's Hometown Café – 274

Attapulugus Faceville Road, Attapulugus. Chairman Stephens recognized County Administrator Thomas who stated Jill Hurst has applied for a restaurant license for Jill's Hometown Cafe located at 274 Attapulugus Faceville Road in Attapulugus Georgia. Mrs. Hurst has met all the requirements for obtaining a restaurant license and recommends approval to the Board. Commissioner Davis made the motion to approve the license. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

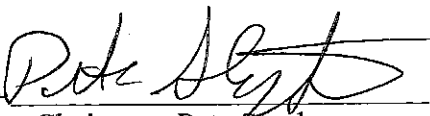
Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Brock made a motion to approve the Errors and Releases. Vice Chairman Brinson 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



**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
DECATUR COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2023, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (“Department”), and DECATUR COUNTY, a political subdivision of the State of Georgia (“County”), acting by and through its Board of County Commissioners, referred to individually as “Party” or together as “Parties.”

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, (“State Offenders”); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County (“Services”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. County agrees to provide complete care and custody of up to 155 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department’s SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County’s records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department’s request.

3. Notification of Medical Treatment. County shall notify Department of any State

Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2023, until 11:59 p.m. on June 30, 2024 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by

required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

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

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

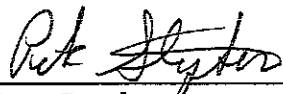
15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

COUNTY: DECATUR

By:  _____
Pete Stephens
Chairman

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

This Contract (sometimes referred to herein as "Contract" or "agreement") specifically delineates services to be provided to **DECATUR COUNTY BOARD OF COMMISSIONERS**, (sometimes referred to herein as "DCBOC") by the entity known as **TINDALL ENTERPRISES, INC.** (sometimes referred to herein as "Tindall") upon acceptance of this Contract. The official submittal date of this Contract is **May 17, 2023**. The conditions of this Contract if unapproved will remain valid for a period of not more than ninety days. Any and all conditions of this Contract are subject to change after the thirty-day period.

Wastewater Treatment Services

- A. In this Contract, **TINDALL** agrees to provide the following services with respect to the DCBOC Wastewater Treatment Facilities ("WWTF"):
1. Staff the WWTF with one (1) Class III Wastewater Operator for 40 hours/week excluding weekends, holidays, and approved time off. If the approved time off exceeds 2 days, TINDALL will provide staff to perform the duties of the operator.
 2. Provide operational training by Tindall's Senior staff for the DCBOC Operator(s) to efficiently manage and operate the DCBOC Wastewater Treatment Plant as consistent with good management practices for the facility.
 3. Represent the DCBOC at meetings and inspections with the Georgia EPD if requested.
 4. Provide consultation for wastewater related meetings in which the DCBOC's interest is being discussed or decided.
 5. Provide the DCBOC and its representatives with access to the wastewater treatment facility.

Drinking Water Services

- B. In this Contract, Tindall agrees to provide the following services with respect to the DCBOC Drinking Water Treatment Facility ("WTF"):
1. Provide the DCBOC with Management/Operations for the Drinking Water System.
 2. Collect routine bacteriological drinking water samples as per the permit. In the event of positive samples, additional samples will be collected as per the EPD guidelines.
 3. Provide troubleshooting for drinking water complaints that arise regarding treatment quality.
 4. Provide Consultation for Drinking Water related meetings in which the DCBOC's interest is being discussed or decided.
 5. Represent the DCBOC at meetings and inspections with the Georgia EPD.
 6. Monitor for chlorine and flow as required by permit.
 7. Collect and ship State of Georgia sample kits.
- C. In this Contract, the DCBOC agrees to provide the following:
1. All required repairs and upgrades at the WWTF conducted in a timely manner and include, but not limited to:
 - Major repair or upgrade costs to the treatment facilities
 - Grounds maintenance
 - Removing dried sludge from the drying beds
 2. At least one (1) manager and/or official representative of the DCBOC at all EPD inspections and meetings.
 3. All weekend and holiday staffing of the WWTP and connected systems.
 4. All monthly reports and EPD correspondence
 5. All costs for meters, probes, and testing chemicals for daily process control parameters.
 6. All shipping costs for water and wastewater samples
 7. All laboratory costs for water and wastewater samples
 8. Travel expenses incurred due to out-of-town meetings required by contract.
 9. First 90-day payment will be made within 10 days of commencement of this contract.
 10. Each consecutive payment made on or before the 10th of the month. In the event of a late payment, except for payments made late when the DCBOC reasonably questions a charge, a non-negotiable charge of 4% will be added to that month's fee.
 11. Respond to emergency repair quotes within 24 hours of submittal.

12. Respond to capital improvement quotes within 30 days of submittal.

- E. TINDALL ENTERPRISES, INC. agrees that it will indemnify and hold the DCBOC harmless from any liabilities, claims, penalties, suits, judgments or demands (including, but not limited to the costs, expenses, and reasonable attorney's fees that may be incurred) that may be made by any third party for injuries to any person or damage to any property resulting from negligent or willful act or omission by the party at fault or its employees, agents, or subcontractors, specifically including any acts or omissions by TINDALL or its employees, agents, or subcontractors regarding the taking of samples and the proper reporting of all samples under this Contract (including, but not limited to, any fees, fines, or penalties imposed as a result of said acts or omissions). TINDALL shall not be held responsible for any fees, fines, or penalties against the DCBOC for permit violations if sample results indicate non-compliance, unless such non-compliance is caused by or results from any action or non-performance by TINDALL pursuant to the terms of this Contract or pursuant to any duty imposed on TINDALL by applicable law. Each party agrees to notify the other party promptly of any written claim or demand against either party related to the Contract entered into between the parties herein.
- F. This service will be provided to the DCBOC for a fee of **\$18,000.00** per month or **\$54,000.00** for a total 90-day fee excluding the event of any additional time, laboratory analysis, or duties not specifically listed above. The DCBOC will be billed separately for any additional services requested. Also, any additional services will be quoted and approved by an authorized representative from the DCBOC. Consultation fees will be charged additionally for services outside the conditions of this contract at an hourly rate of **\$150.00**.
- G. The services in this contract will begin the within two (2) weeks following the acceptance of this Contract with the signature of agents for DCBOC and TINDALL or on the date as set forth in acceptance of this contract. Except as set forth herein the initial term of this Contract shall be for a period of ninety (90) days beginning on the first day of Tindall staff on-site, May 1, 2023, excluding the week of May 8-12, 2023 during which further contract negotiations were being made. This contract will automatically be renewed at the end of the 90 days unless notification of at least two (2) weeks is provided to TINDALL by DCBOC. If at the end of the second 90-day term the DCBOC has not been able to provide adequate staff for the WWTP, or if the DCBOC does not agree that the staff is adequate to fulfill the duties at the facilities, negotiations will proceed for an extended contract with TINDALL.
- H. This Contract does not constitute either party as the agent or legal representative of the other. Nothing in this Contract shall be construed to create a partnership or joint venture of any kind between TINDALL and DCBOC, nor shall the relationship created under this Contract be deemed for any purpose to constitute a franchise. This Contract is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto, any legal or equitable rights hereunder.
- I. Events of Default by TINDALL:
1. Each of the following will constitute an event of default on the part of TINDALL:
 - a) The persistent or repeated failure or refusal by TINDALL to fulfill, substantially in accordance with this Contract, any of TINDALL's material obligations under this Contract, unless the failure or refusal can be justified by an uncontrollable circumstance or failure or refusal to act by DCBOC; provided, however, that failure or refusal to act will constitute an event of default giving DCBOC the right to terminate this Contract under this paragraph unless and until:
 - (i) DCBOC has given written notice to TINDALL specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of TINDALL; and
 - (ii) TINDALL has not corrected the default or has not taken adequate steps to promptly correct it within 10 days from the date of the notice. However, in the event that TINDALL persists in its failure or refusal to act despite written notice, DCBOC may declare an event

of Default and terminate this Contract on 3 days' additional written notice without a further opportunity to cure the default by TINDALL.

(iii) Written notifications as addressed above must be submitted to TINDALL on current letterhead of the DCBOC.

- b) The filing against TINDALL of an involuntary petition for bankruptcy, winding up, reorganization, or insolvency under the Federal Bankruptcy Code or under the laws of any other jurisdiction, if the petition is not discharged and/or withdrawn within 30 days of the date of such filing. Promptly upon the filing of any petition for involuntary bankruptcy, TINDALL must provide DCBOC with all of the pertinent details relating to the petition(s), TINDALL's most recent audited and unaudited financial statements, and any other information and data which is available and, as promptly as practicable, other information and data requested by DCBOC and deemed necessary for review. If the DCBOC determines from its review, in its sole and absolute discretion, that the petition lacks merit or TINDALL has sufficient assets to pay all of its liabilities as they become due, the DCBOC may forbear from declaring an event of default.
- c) TINDALL ceasing to pay its debts, unless contested in good faith, as they mature, or the written admission by TINDALL that it is insolvent or bankrupt, or the filing by TINDALL of a voluntary petition under the Federal Bankruptcy Code or under the laws of any other jurisdiction, or the consent or acquiescence by TINDALL to the appointment by a court of a receiver, liquidator, or trustee for all or a substantial portion of its property or business, or the making by TINDALL of any arrangements with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of TINDALL's property and assets.
- d) TINDALL's breach of its representations, warranties, or covenants under this Contract.
- e) Failure by TINDALL to operate the Facility for a period of 5 consecutive days without the expressed written consent of DCBOC.
- f) The DCBOC shall have the right to terminate this Contract for cause if TINDALL defaults hereunder, as set forth herein.

J. Events of Default by DCBOC:

- (1) Each of the following will constitute an event of default on the part of DCBOC:
 - (a) The persistent or repeated failure or refusal by DCBOC to fulfill, substantially in accordance with this Contract, any of DCBOC's material obligations under this Contract, unless the failure or refusal can be justified by an uncontrollable circumstance or failure or refusal to act by TINDALL; provided, however, that failure or refusal to act will constitute an event of default giving TINDALL the right to terminate this Contract under this paragraph unless and until:
 - (i) TINDALL has given written notice to DCBOC specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Contract on the part of DCBOC; and
 - (ii) DCBOC has not corrected the default or has not taken adequate steps to promptly correct it within 10 days from the date of the notice. However, in the event that DCBOC persists in its failure or refusal to act despite written notice, TINDALL may declare an event of Default and terminate this Contract on 3 days' additional written notice without a further opportunity to cure the default by DCBOC.
 - (iii) Written notifications as addressed above must be submitted to DCBOC on current letterhead of TINDALL.
 - (b) DCBOC's breach of its representations, warranties, or covenants under this Contract.
 - (c) Failure by DCBOC to make timely payments in accordance with the contract for the specified services of the contract or any additional services provided by TINDALL or sub-contractors used by TINDALL to adequately perform their duties.
 - (d) TINDALL shall have the right to terminate this Contract for cause if DCBOC defaults hereunder, as set forth herein.

K. This Contract contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings of the parties whether oral or written, with respect to the subject matter hereof.

L. This Contract shall be governed by and interpreted in accordance with the laws of the State of Georgia.

M. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the DCBOC, Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either, by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DCBOC to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DCBOC, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DCBOC shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the DCBOC may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes

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involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the DCBOC enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Miscellaneous

1. During the term of this Contract, DCBOC and its representatives, invitees, and representatives of regulatory agencies will have the right to visit and have access to the entire Facility provided that the visitation be conducted in a manner so as to minimize interference with TINDALL's performance and operations.
2. Assignment. This Contract will be binding on TINDALL and its successors and assigns. Neither party to the Contract may assign the Contract nor any document or instrument executed in connection with it without the written consent of the other party.
3. Notices. All notices, requests, and other communications under this Contract will be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at the addresses; provided, if such notices, demands, requests, or other communications are sent by mail, they will be deemed as given on the third day following the mailing which is not a Saturday, Sunday, or day on which United States mail is not delivered:

Tindall Enterprises, Inc.
P O Box 618
Blackshear, Ga. 31516
Attn: Jonathan Tindall, President

Decatur County Board of Commissioners
208 Broughton Street
Bainbridge, Ga. 39817
Attn: Allen Thomas, County Administrator

Any party may, by like notice, designate any further or different addresses to which subsequent notices must be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law will be valid and effective to the same extent as if signed on behalf of that party by a duly authorized officer or employee.

4. Relationship of the Parties. Neither party to this Contract will have any responsibility to perform services for or to assume contractual obligations that are the obligation of the other party; nothing in this Contract will render either party a partner, agent, or representative of the other party or create any fiduciary relationship between the parties.
5. Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract will impair that right or be construed to be a waiver of it, so that the right may be exercised from time to time and as may be deemed expedient. Any waiver must be in writing and signed by the party granting the waiver. If any provision, responsibility, warranty, or covenant contained in this Contract is breached by either party and thereafter waived by the other party, the waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach under this Contract.
6. This document may not be amended except by written Contract signed by the authorized representatives of all parties to it.
7. Successors and Assigns. This Contract will be binding on and inure to the benefit of the respective successors, assigns, administrators, and trustees of DCBOC and TINDALL.
8. Execution of Documents. This Contract may be executed in any number of duplicate originals, any of which will be regarded for all purposes as an original and all of which will constitute one and the same instrument.
9. In the event that any provision of this Contract is, for any reason, determined to be invalid, illegal, or unenforceable in any respect, the parties to it will negotiate in good faith and agree to

amendments, modifications or supplements of or to this Contract or other appropriate actions as will, to the maximum extent practicable in light of the determination, implement and give effect to the intentions of the parties as reflected herein. All other terms of this Contract, including amendments, modifications, supplementations, or otherwise, affected by such action, will remain in full force and effect.

Executed the 23rd day of May, 2023.

Client:



Agent, DECATUR COUNTY BOARD OF COMMISSIONERS
Bainbridge, Decatur County, Georgia

Contractor:



Agent, TINDALL ENTERPRISES, INC.
Blackshear, Pierce County, Georgia



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

5/16/2023

E & R / NOD - Property Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Timberway Development Group Inc	\$ 34,160.00	\$ -	Business Closed in 2020.
		\$ 34,160.00	\$ -	

E & R / NOD - Property Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
104 23	Bell William A III & Donald William	\$ 249,983.00	\$ 249,983.00	Conservation use covenant solar use breach, \$1,805.83.
B13 75	Braswell Gary M Jr	\$ 90,366.00	\$ 77,339.00	Appeal finalized.
50 51 4	Bryson Sara Martha Sellers & Kyle Troy	\$ 38,312.00	\$ 31,535.00	Appeal finalized. Refund \$78.89.
104 23C	Hester A E Jr AKA Alfred E Hester Jr & Mary Ann as Trustees	\$ 179,680.00	\$ 179,680.00	Conservation use covenant solar use breach, \$1,071.90.
104 17	Hester A E Jr & Mary Ann as Trustees	\$ 633,220.00	\$ 633,620.00	Conservation use covenant solar breach, \$2,056.04.
B7 8 79	His Way Properties LLC	\$ 64,802.00	\$ 59,447.00	Appeal finalized.
B47 67	His Way Properties LLC	\$ 58,296.00	\$ 56,546.00	Appeal finalized.
B62 38	His Way Properties LLC	\$ 55,345.00	\$ 49,347.00	Appeal finalized.
B13 39	His Will Properties LLC	\$ 35,477.00	\$ 34,480.00	Appeal finalized.
B13 41	His Will Properties LLC	\$ 64,193.00	\$ 58,158.00	Appeal finalized.
B13 65 66	His Will Properties LLC	\$ 59,805.00	\$ 54,680.00	Appeal finalized.
B14 28C	His Will Properties LLC	\$ 73,787.00	\$ 67,992.00	Appeal finalized.
B27 136	His Will Properties LLC	\$ 66,439.00	\$ 60,482.00	Appeal finalized.
B35 41	His Will Properties LLC	\$ 32,615.00	\$ 30,218.00	Appeal finalized.
B35 99	His Will Properties LLC	\$ 55,888.00	\$ 48,592.00	Appeal finalized.

B36 22	His Will Properties LLC	\$ 40,591.00	\$ 34,088.00	Appeal finalized. Refund \$5.11.
B36 55	His Will Properties LLC	\$ 77,710.00	\$ 74,182.00	Appeal finalized.
B36 61	His Will Properties LLC	\$ 91,832.00	\$ 83,580.00	Appeal finalized.
B36 103	His Will Properties LLC	\$ 72,539.00	\$ 65,657.00	Appeal finalized.
B36 151	His Will Properties LLC	\$ 44,226.00	\$ 42,050.00	Appeal finalized.
B36 152	His Will Properties LLC	\$ 59,149.00	\$ 53,626.00	Appeal finalized.
B44 56	His Will Properties LLC	\$ 67,140.00	\$ 63,891.00	Appeal finalized.
B52 42	His Will Properties LLC	\$ 45,457.00	\$ 40,493.00	Appeal finalized.
B53 14F	His Will Properties LLC	\$ 56,932.00	\$ 54,266.00	Appeal finalized.
B60 117	His Will Properties LLC	\$ 73,873.00	\$ 70,529.00	Appeal finalized.
B62 86A	His Will Properties LLC	\$ 45,419.00	\$ 37,011.00	Appeal finalized. Refund \$19.67.
B67 47	His Will Properties LLC	\$ 57,290.00	\$ 51,620.00	Appeal finalized.
B67 45	His Will Properties LLC	\$ 61,220.00	\$ 55,559.00	Appeal finalized.
B81A 4	His Will Properties LLC	\$ 106,046.00	\$ 91,605.00	Appeal finalized.
62 116D	His Will Properties LLC	\$ 93,977.00	\$ 85,848.00	Appeal finalized.
85A 33	His Will Properties LLC	\$ 63,050.00	\$ 57,229.00	Appeal finalized.
BR2 9	McComb Charles D & Sandra L	\$ 145,199.00	\$ 95,497.00	Appeal finalized. Refund \$315.42.
68B 6	McConnell Wonde Cheryl Griffin	\$ 429,773.00	\$ 375,851.00	Appeal finalized.
Personal Property	Peggy's Tax & Professional Service	\$ 8,000.00	\$ -	Business closed, delete for 2022 digest.
69B 39	Sims John T	\$ 146,325.00	\$ 118,027.00	Appeal finalized.
B33 116	Thomas Stephen O & Marjorie K	\$ 307,574.00	\$ 291,854.00	Appeal finalized.
Personal Property	Timberway Development Group Inc	\$ 24,400.00	\$ -	Business closed in 2020.
Personal Property	VMN Welding Supply	\$ 20,000.00	\$ -	Business closed, delete for 2022 digest.
		\$ 3,895,930.00	\$ 3,534,562.00	

E & R / NOD - Mobile Home Tax Digest

2023 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
96 39B	Cromer Glenn Scruggs	\$ 54,616.00	\$ 39,215.00	Appeal finalized. Refund \$179.24.
49 7A1A	Green General T & Queen E	\$ 3,620.00	\$ 1.00	Appeal finalized.
77 35A	Maxwell Melvin H	\$ 3,348.00	\$ 1.00	Appeal finalized.
39 39	Murphy Sheila	\$ 4,142.00	\$ 2,997.00	Appeal finalized.
9 21A	NPM Properties Inc	\$ -	\$ 55,686.00	NOD. Mobile home was purchased in 2022. Owner needs a bill mailed.
42 19	Simmons Clara	\$ 2,320.00	\$ -	Delete 2023 mobile home tax bill. Mobile home burned Nov. 2019.
101 37	Viola Properties Inc	\$ 5,229.00	\$ 3,879.00	Appeal finalized. Refund \$30.29.
		\$ 73,275.00	\$ 101,779.00	

E & R / NOD - Mobile Home Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
42 19	Simmons Clara	\$ 2,320.00	\$ -	Delete 2022 mobile home tax bill. Mobile home burned Nov. 2019.
		\$ 2,320.00	\$ -	

E & R / NOD - Mobile Home Tax Digest

2021 Digest Year

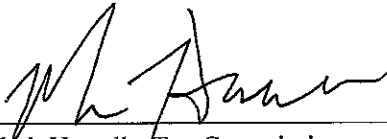
Map & Parcel	Name	100% Value From	100% Value To	Memo
42 19	Simmons Clara	\$ 2,320.00	\$ -	Delete 2021 mobile home tax bill. Mobile home burned Nov 2019.
		\$ 2,320.00	\$ -	

E & R / NOD - Mobile Home Tax Digest

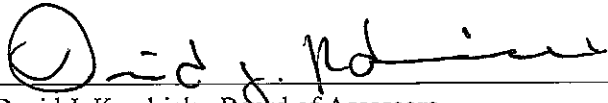
2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
42 19	Simmons Clara	\$ 2,320.00	\$ -	Delete 2020 mobile home tax bill. Mobile home burned Nov. 2019.
		\$ 2,320.00	\$ -	

\$ 4,010,325.00 \$ 3,636,341.00



Mark Harrell - Tax Commissioner



David J. Kendrick - Board of Assessors



Pete Stephens, Chairman - Board of Commissioners