

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, FEBRUARY 25, 2025

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

ABSENT: COMMISSIONER RUSTY DAVIS

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Commissioner Barber 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 February 11, 2025, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Planning Commission Recommendation - Telecommunications Tower – NextTower Development Group II, LLC. Chairman Stephens recognized Steve O'Neil, Director of Community & Economic Development who stated NextTower Development Group II, LLC has been approved by the Planning Commission for a special use permit to install a telecommunications tower on Faceville Highway and is recommending approval by the Board. Director O'Neil stated NextTower Development Group II, LLC would be required to maintain a buffer around the tower. Commissioner Brock made a motion to approve the special use permit for the telecommunications tower. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Request From Health Department. Chairman Stephens recognized Treisha Johnson, District Administrator for Southwest Health District 8-2 who stated she is requesting additional funding of \$50,000 per year from Decatur County. Ms. Johnson stated the County's contribution is based on the population and Decatur County's current contribution is low compared to other counties within

the district. The Board stated they would review the information and address the contribution in next year's budget.

Consider Nominations – Hospital Authority. Chairman Stephens stated there are two terms ending on the Hospital Authority. The term of Rusty Davis is expiring and it is recommended that the names of Rusty Davis, Steve Brock and Darren Deal be submitted to the Hospital Authority for consideration of appointment.

The term of Donld Barber is expiring and it is recommended that the names of Donald Barber, Bobby Barber, Jr. and James Earp be submitted for consideration of appointment.

Commissioner Barber made a motion to approve the nominations for appointment to the Hospital Authority. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

EXECUTIVE SESSION – LITIGATION

Commissioner Brock made the motion to enter into Executive Session to discuss Litigation. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

After the executive session, the Commissioners assembled back in the boardroom. Commissioner Barber made the motion to enter back into Regular Session. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens recognized Conty Attorney Kirbo who stated he had reviewed the agreement for ad valorem property tax abatement regarding the Rivertown Development Project and is recommending approval by the Board. Commissioner Barber made the motion to approve the agreement, a copy of which is attached. 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 Barber was duly adjourned. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Approved: Pete Stephens
Chairman, Pete Stephens

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



AGREEMENT RE: AD VALOREM PROPERTY TAX ABATEMENT

THIS AGREEMENT (“Agreement”) is hereby made and entered into as of December __, 2024 (“Effective Date”), by and among **RIVERTOWN DEVELOPMENT LLC**, a Georgia limited liability company (“Rivertown”), the **CITY OF BAINBRIDGE, GEORGIA**, a municipal corporation of the State of Georgia (“City”), the **DOWNTOWN BAINBRIDGE DEVELOPMENT AUTHORITY**, a Georgia constitutional development authority for the City (“Authority”) **DECATUR COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Decatur County”) and the **DECATUR COUNTY SCHOOL DISTRICT** (the “Decatur County Schools”). The above-referenced entities may from time to time be referred to individually as a “Party” and collectively as “Parties,” and the entities other than the Company may from time to time be referred to as the “Public Authorities.”

WITNESSETH

WHEREAS, the Public Authorities support and encourage business and industrial development in the State of Georgia (“State”);

WHEREAS, the Public Authorities were desirous of having the Company create a mixed-use development near the City’s Flint River Chason Park, and the Company determined to create such a development;

WHEREAS, the City is the owner of a tract or parcel of real property consisting of approximately 0.56 acres, all as more particularly described on **Exhibit A** (“Property”);

WHEREAS, the City entered into that a Ground Lease Agreement dated November 1, 2021 with the Authority (the “Ground Lease”) and the Authority in turn sub-leased the Property to Rivertown pursuant to a Sub-Ground Lease Agreement also dated November 1, 2021 (the Sub-Ground Lease Agreement”) in connection with that certain “Downtown Bainbridge Development Authority Taxable Revenue Bonds (Rivertown Development, LLC Project), Series 2021 in the amount of \$4,000,000.00 (“Bond Issue”).

WHEREAS, as specified in the Ground Lease and Sub-Ground Lease, the rental rate is \$10.00 per year for the acquisition, construction, improvement, and equipping, of Rivertown’s project of an aggregate, approximate three-story, 36,000-square foot mixed-use building on the Project Site (“Building Improvements”) (collectively the “Project”);

WHEREAS, Section 6.2(a) of the Ground Lease and Section 6.2(a) of the Sub-Ground Lease state that the Property is to be a “usufruct or bailment for hire and not a leasehold estate or estate for years, and, therefore, will not be subject to ad valorem taxation”.

WHEREAS, when the Bond Issue was closed, it was contemplated by the Parties that Rivertown and the Public Authorities would enter into a Project Agreement addressing abatement of property taxes with respect to the Property; However, it appears that said Project Agreement was not finalized;

WHEREAS, the Parties desire to enter into this Agreement to confirm and approval a tax abatement schedule for the Property;

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

1. The Parties intend and agree that the interests of Rivertown in the Property will constitute a usufruct or bailment for hire and not a leasehold estate or estate for years and, therefore, will not be subject to ad valorem taxation. However, to support the Public Authorities and the local community, the Company agrees that the Rivertown will pay to the Decatur County Tax Commissioner ("Tax Commissioner") in each year during each lease, as a payment in lieu of taxes, an amount equal to the applicable percentage of ad valorem taxes which would otherwise be due in such year to the City, Decatur County, the Decatur County Schools, or any other relevant taxing authority ("Taxing Authorities") on Property at such payment percentages as are set out hereinbelow:

The applicable percentage for each year below is to be multiplied by the fair market value of the fee interest of the Property in such year.

Year	Applicable Percentage
1	0%
2	0
3	0
4	0
5	0
6	20
7	40
8	60
9	80
10 and thereafter	100

2. Rivertown shall pay normal property taxes with respect to property not titled to the Authority.

3. Year 1, for the Property shall be the calendar year commencing on January 1, 2024. During construction of the Building Improvements and prior to the issuance of a certificate of occupancy, there were no ad valorem taxes or payments in lieu of tax payable with regard to the Project.

4. Year 1 for any additional phase or expansion of the Project, as set forth in Section 7.2(d) of the Agreement, shall be the calendar year commencing on the January 1 following the year in which commercial production commences with respect to such additional phase or expansion. During construction of any additional phase or expansion of the Project and prior to

the commencement of commercial production, there shall be no ad valorem taxes or payments in lieu of tax payable with regard to such phase or expansion.

5. Decatur County shall instruct the Decatur County Tax Commissioner and the Decatur County Board of Tax Assessors to follow the tax abatement schedule set forth hereinabove.

6. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Rivertown and its successors and assigns and shall be binding upon and shall inure to the benefit of the Public Authorities and all Public Authorities and any other agencies, departments, divisions, governmental entities, public corporations and other entities which shall be successors to any of such Public Authorities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of any of the Public Authorities which are Parties hereto.

7. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

RIVERTOWN DEVELOPMENT LLC

Signed, sealed and delivered in the presence of:

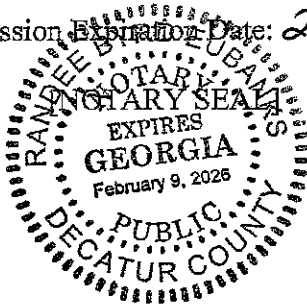
By: [Signature]
Name: Darrell Cox
Title: Owner

[Signature]
Unofficial Witness

[SEAL]

Randee Byrd Eubanks
Notary Public

Commission Expiration Date: 2-9-26



CITY OF BAINBRIDGE, GEORGIA

Signed, sealed and delivered in the presence of:

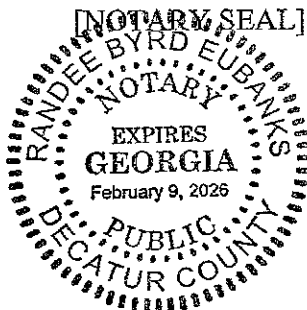
By: [Signature]
Name: Edward Reynolds
Title: Mayor

Maitlyn Rente
Unofficial Witness

[SEAL]

Randee Eubanks
Notary Public

Commission Expiration Date: February 9, 2026



**DOWNTOWN BAINBRIDGE
DEVELOPMENT AUTHORITY**

Signed, sealed and delivered
in the presence of:

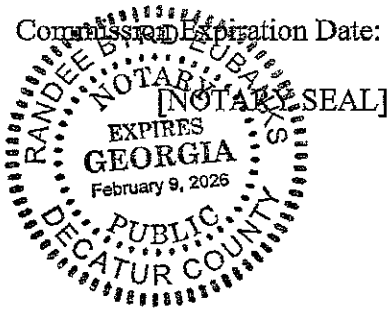
Maithly Rente
Unofficial Witness

By: [Signature]
Name: Edward Reynolds
Title: Chairman

[SEAL]

Randee Eubank
Notary Public

Commission Expiration Date: February 9, 2025



DECATUR COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

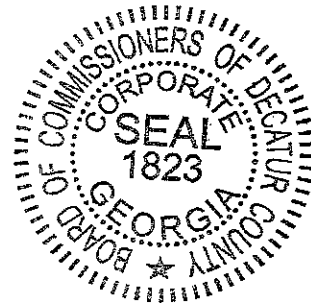
By: [Signature]
Name: Pete Stephens
Title: Chairman

[SEAL]

Michelle B. West
Notary Public

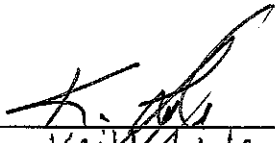
Commission Expiration Date:

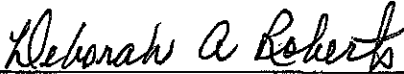
[NOTARY SEAL]



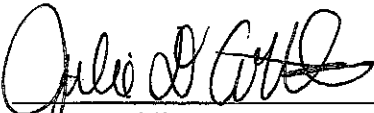
DECATUR COUNTY SCHOOL DISTRICT

Signed, sealed and delivered
in the presence of:

By: 
Name: Keith Lyle
Title: Chairman


Unofficial Witness

[SEAL]


Notary Public

Commission Expiration Date: March 7, 2027

[NOTARY SEAL]

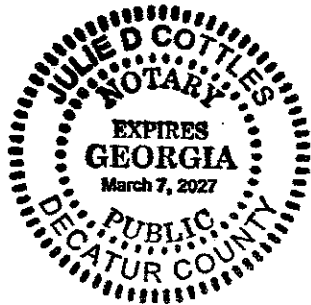


EXHIBIT A
LEGAL DESCRIPTION OF THE REAL PROPERTY

All that tract of land in the City of Bainbridge, Decatur County, Georgia described as follows. To reach the point of beginning commence at the intersection of the west right of way of Florida Street with the north right of way of Jackson Street and run south 89 degrees 26 minutes 03 seconds west along the north right of way of Jackson Street a distance of 459.14 feet to the intersection of the north right of way of Jackson Street with the west right of way of Donalson Street; run thence south 01 degree 42 minutes 30 seconds east along the west right of way of Donalson Street a distance of 147.32 feet to the point of beginning. From said point of beginning continue south 01 degree 42 minutes 30 seconds east along the west right of way of Donalson Street a distance of 191.29 feet; run thence south 89 degrees 52 minutes 26 seconds west a distance of 57.26 feet; run thence north 82 degrees 15 minutes 49 seconds west a distance of 72.35 feet; run thence north 50 degrees 04 minutes 20 seconds west a distance of 51.47 feet; run thence north 28 degrees 31 minutes 37 seconds east a distance of 166.26 feet; run thence north 88 degrees 17 minutes 30 seconds east a distance of 83.35 feet to the point of beginning on the west right of way of Donalson Street. Said property contains 0.56 acres and it is shown on a plat of survey prepared by Terrance M. Collins dated March 18, 2021.


CERTIFICATE

THE CITY OF BAINBRIDGE, GEORGIA (the "City"), DOWNTOWN BAINBRIDGE DEVELOPMENT AUTHORITY (the "DBDA") and RIVERTOWN DEVELOPMENT, LLC ("Rivertown") hereby certify as follows, to-wit:

1. The City is the owner of a tract or parcel of real property consisting of approximately 0.56 acres, all as more particularly described on **Exhibit A** ("Property");
2. The City entered into that certain Ground Lease Agreement dated November 1, 2021, whereby the City leased the Property to the DBDA (the "Ground Lease") in connection with that certain "Downtown Bainbridge Development Authority Taxable Revenue Bonds (Rivertown Development, LLC Project), Series 2021 in the amount of \$4,000,000.00 ("Bond Issue").
3. In connection the Bond Issue, the DBDA entered into that certain Sub-Ground Lease Agreement dated November 1, 2021, whereby the DBDA sub-leased the Property to Rivertown (the "Sub-Ground Lease").
4. Section 6.2(a) of the Ground Lease and Section 6.2(a) of the Sub-Ground Lease state that the Property is to be a "usufruct or bailment for hire and not a leasehold estate or estate for years, and, therefore, will not be subjected to ad valorem taxation".
5. THE UNDERSIGNED HEREBY CONFIRM TO THE DECATUR COUNTY TAX ASSESSORS AND THE DECATUR COUNTY TAX COMMISSIONER THAT RIVERTOWN DEVELOPMENT, LLC DOES NOT HAVE A RIGHT OR OPTION TO PURCHASE THE PROPERTY UNDER THE GROUND LEASE, THE SUB-GROUND LEASE, OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE BOND ISSUE.

IN WITNESS WHEREOF, the parties have executed this Certificate as of Agreement the ___ day of November, 2024.

RIVERTOWN DEVELOPMENT, LLC



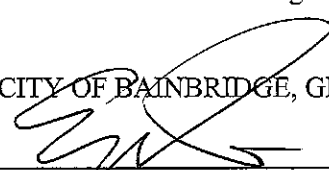
Douglas A. Young, Authorized Member

DOWNTOWN BAINBRIDGE
DEVELOPMENT AUTHORITY (SEAL)

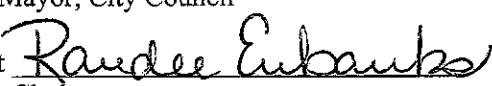


Chair

THE CITY OF BAINBRIDGE, GEORGIA

By 

Mayor, City Council

Attest 

Clerk

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