

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARDROOM**

**TUESDAY, MARCH 24, 2026**

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, STEVE BROCK, AND GEORGE ANDERSON, COUNTY ADMINISTRATOR ALAN THOMAS, OPERATIONS MANAGER RANDY WILLIAMS, 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, Manager 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 Anderson 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 March 10, 2026, as presented. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

**911 Investigation Findings for a 911 Call Complaint on February 20, 2026.** Chairman Stephens recognized E911 Director Tonya Griffin, who reported on the investigation into a 911 call complaint dated February 20, 2026. Director Griffin stated that, after a thorough review, she determined that the E911 department followed proper procedures and handled the call appropriately. She concluded that the department acted in accordance with established protocols and that no errors were identified in the handling of the call.

**NEW BUSINESS**

**Consider Approval of Intergovernmental Agreement – City of Bainbridge.** Chairman Stephens recognized Manager Williams, who stated that a copy of the agreement had been included in the Commissioners' packet. He explained that the intergovernmental agreement provides for an inmate work detail, a supervising detail officer, and a bus for inmate transportation. Manager Williams stated that the total annual cost for the detail officer and inmate work detail would be \$143,480. Additionally, the bus would be leased to the city at a rate of \$500 per month over a twelve-month period. At the end of the lease term, the city would purchase the fully equipped bus for the remaining balance, with prior lease payments credited toward the total cost owed to Decatur County. Commissioner Brock made a 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 the New Relocation Agreement. Georgia Power Company.** Chairman Stephens recognized Manager Williams who stated that a copy of the agreement had been included in the Commissioners' packet. Manager Williams explained that, due to the construction on Breedlove Road, it is necessary for Georgia Power to remove, relocate or make certain adjustments to its existing facilities. Commissioner Davis made a 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 Agreement – Terracon Consultants.** Chairman Stephens recognized Manager Williams who stated that a copy of the agreement had been included in the Commissioners' packet. Manager Williams stated the current wetland delineation will expire on July 29, 2026. As a result, Terracon will conduct a field delineation for the project area to establish the extent of all aquatic resources. During the field work, Terracon will assess the potential for wetlands to be determined non-jurisdictional according to the current regulations. Manager Williams stated the cost of the agreement will be \$34,400 and recommended approval by the Board. Commissioner Barber made a motion to approve the agreement, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Errors & Releases.** Chairman Stephens recognized Manager Williams who stated a copy of the Errors and Releases were included in the Commissioners' packet. Manager Williams stated the Tax Commissioner and the Board of Assessors have approved and recommended approval by the Board. Commissioner Anderson made a motion to approve the Errors and Releases, a copy of which are attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Executive Session – Personnel**

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

After the executive session, the Commissioners assembled back in the boardroom. Vice Chairman Brinson made the motion to enter back into regular session. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated personnel was discussed in executive session and no action was taken.

**COMMISSIONERS/ADMINISTRATOR'S REMARKS**

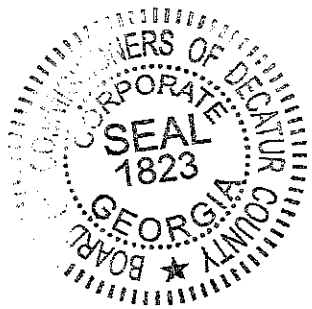
The Commissioners thanked everyone for coming.

**ADJOURN**

There being no further business, the meeting, on motion by Commissioner Davis was duly adjourned. Commissioner Barber 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



## INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into as of the 24<sup>th</sup> day of March, 2026, by and between Decatur County, Georgia ("County") and the City of Bainbridge, Georgia ("City").

### WITNESSETH THAT:

WHEREAS, the County operates the Decatur County Prison (DCP), a correctional institution having custody of state and county inmates; and

WHEREAS, DCP provides inmate work details for local governments and other governmental entities; and

WHEREAS, the City is in need of one inmate work detail to provide manual labor for authorized City work and services;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other valuable considerations, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted between the parties to this Agreement as follows:

1.

Inmates to be provided . The County through the DCP will provide one inmate work detail to the City 5 days a week during the term of this Agreement. The work detail will have a maximum of nine inmates.

2.

Supervision of Detail: A DCP correctional officer will supervise the work detail at all times.

3.

Public Property: All services performed by the DCP inmate details will be only on property owned, maintained, or operated by the City. There will be no inmate detail service performed on private property at any time, as the parties recognize that any such private property service violates Georgia law.

4.

Transportation: The County shall provide a transportation bus to transport the DCP inmate detail and supervisor to their work assignments. Said bus shall be capable to pull a utility trailer loaded with mowing equipment. The City shall pay the County \$500.00 per month to lease the bus during the twelve month term of this Agreement. At the end of the twelve month term the City will purchase the bus from the County for the original purchase price, plus reasonable expenses incurred to equip the bus for its intended purposes, minus the previous \$500.00 monthly payments paid for use of the bus under this Agreement. The County will provide the invoice for the original purchase price to the Finance Department of the City to keep on file. County supervisors will be responsible for driving the transportation bus. The City will be responsible for the maintenance and repairs of the bus. The City will be responsible for providing and maintaining the utility trailer and all mowing equipment and associated tools needed for the inmate detail. Each utility trailer and all mowing equipment shall be inventoried and serial numbers kept on file by the City purchasing department.

5.

Meals: The County/DCP will provide all meals for the supervisor and the inmate detail.

6.

Medical Care/Treatment: The City will pay for all medical treatments to any inmate

injured during work detail when said injury is due to criminal or negligent acts of the City or City officer, employees, or agents. The City will pay the first \$1,000.00 per incident for all medical treatments to any inmate injured during work detail when said injury is not due to criminal or negligent acts of the City or City officer, employees, or agents, and in such event the County will pay the costs for such medical treatments exceeding \$1,000.00.

7.

Term: The term of this Contract shall be for twelve months beginning on the 1<sup>st</sup> day of April, 2026 and terminating at midnight on the 31<sup>st</sup> day of March, 2027.

8.

Compensation:

A. The City will pay the County \$83,000.00 for providing the correctional officer supervisor for the one year term of this Agreement. The correctional officer will supervise the work detail the entire time the detail is working pursuant to this Agreement.

B. The City will pay the County \$5,040 per month for one inmate detail for the City, with a maximum of nine inmates in the detail on any day.

C. The County will bill the City monthly for services performed, and the City will pay all such invoices within fifteen days of receipt.

9.

Vacation/Sick Time: The correctional officer supervisor of the inmate detail will be allowed vacation time and sick days, not to exceed twenty (20) days per year. In all instances, including vacation/sick time, when there is no available correctional officer supervisor, the work detail will not be available.

10.

Termination: This Agreement may be terminated by either party, without cause, by giving sixty (60) days written notice to the other party.

11.

Indemnification:

A. The City shall and does indemnify and holds harmless the County, its officers, employees, and agents, from and against all loss, damages, liability, and expenses, including but not limited to attorney fees and costs of litigation, arising out of or as result of or in connection with the negligence of the City and/or its officers, employees, and agents, with respect to this Agreement and the actions required and/or contemplated herein. These indemnity obligations will not apply to any incident which is the result of the sole negligence of the County or its officers, employees, or agents.

B. The County shall and does indemnify and holds harmless the City, its officers, employees, and agents, from and against all loss, damages, liability, and expenses, including but not limited to attorney fees and costs of litigation, arising out of or as result of or in connection with the negligence of the County and/or its officers, employees, and agents, with respect to this Agreement and the actions required and/or contemplated herein. These indemnity obligations will not apply to any incident which is the result of the sole negligence of the City or its officers, employees, or agents.

12.

Department of Corrections Regulations: The parties to this Agreement and all their respective personnel involved in carrying out this Agreement shall abide by and adhere to any and

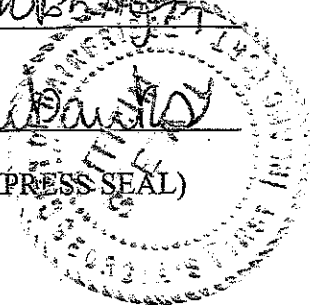
all applicable local, State, and Federal laws and regulations including but not limited to rules, regulations and guidelines of the Georgia Department of Corrections.

THE CITY OF BAINBRIDGE, GEORGIA

BY: *Andrea W. ...*  
Mayor

ATTEST: *Raudee ...*  
Clerk

(IMPRESS SEAL)



DECATUR COUNTY, GEORGIA

BY: *Pat ...*  
Chairman

ATTEST: *Michelle B. West*  
Clerk

(IMPRESS SEAL)



**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: Breedlove Rd  
PROJECT NUMBER: L13309  
GDOT PROJECT NUMBER: \_\_\_\_\_

THIS AGREEMENT is made and entered into as of the 24<sup>th</sup> day of March, 2026, by and between **DECATUR COUNTY**, State of Georgia (hereinafter referred to as the "County"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

**WITNESSETH:**

**WHEREAS**, the County proposes under the above written Project to construct Breedlove Rd (hereinafter referred to as the "Project"); and

**WHEREAS**, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

**WHEREAS**, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**Section 1**      **THE WORK**

1.1      **Company Facilities**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

**Section 2 COSTS AND PAYMENT**

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is ONE HUNDRED EIGHTY THOUSAND AND THREE HUNDRED TWENTY-EIGHT Dollars (\$180,328.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is ONE HUNDRED THIRTY-NINE THOUSAND AND TWO Dollars (\$139,002.00), otherwise reflected as **SEVENTY SEVEN AND EIGHT HUNDREDTHS percent (77.08%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to the lesser of (a) ONE HUNDRED THIRTY-NINE THOUSAND AND TWO Dollars (\$139,002.00), otherwise reflected as **SEVENTY SEVEN AND EIGHT HUNDREDTHS percent (77.08%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. County will also pay Company for the

costs of any improvements or betterments of a Facility being made solely at County's request and not being made necessary by the proposed construction and/or maintenance.

## 2.2 Progress Payments

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

## 2.3 Change in Scope

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## Section 3 DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If County does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of County's receipt of same, the Reimbursement Claim will be deemed approved by County.

## **Section 4**      **DISPUTE RESOLUTION**

### **4.1**      **Disagreement**

If Company disagrees with County's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

### **4.2**      **Dispute Notice**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

### **4.3**      **Mediation**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

**Section 5**      **VERIFICATION**

**5.1**      **Material Discrepancy**

For purposes of this Section 5, "Verification" means that County has reasonably determined that there is a material discrepancy between Company's invoiced charges and County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

**5.2**      **Audit**

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

**Section 6**      **COUNTY AS PARTY**

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(i), and not "governmental" or "legislative," as

prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

**Section 7**      **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If County fails to authorize commencement of the Work by March 3, 2027, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing County with notice in writing. If County fails to sign and return this Agreement to Company March 3, 2027, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

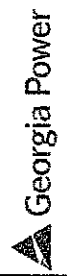
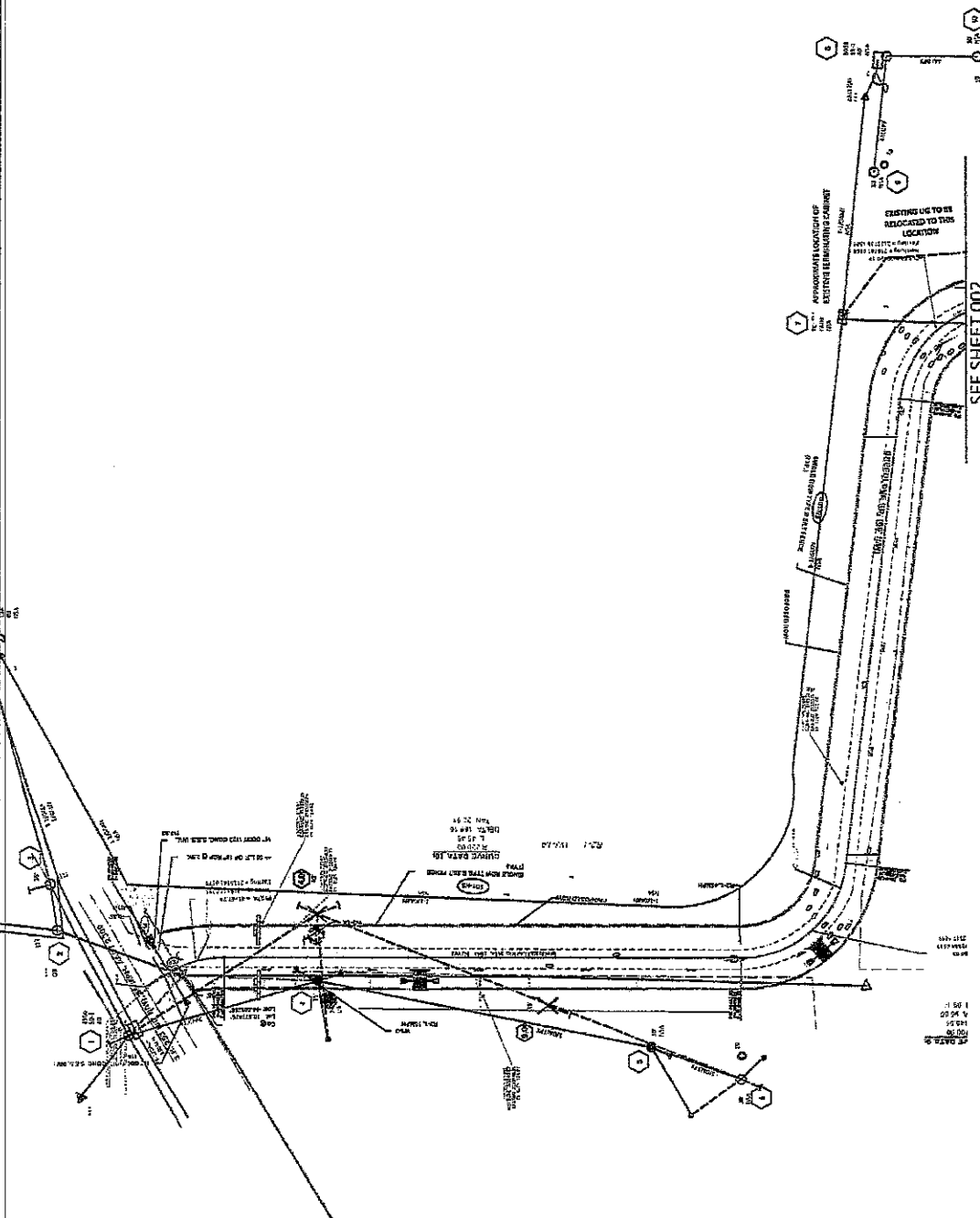
**Section 8**      **MISCELLANEOUS PROVISIONS**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES ON THE FOLLOWING PAGE]**



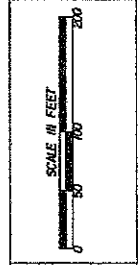
# Exhibit A



ENGINEERED BY: JDAQUN MALLEA  
 PROJECT TITLE: BREEDLOVE RD  
 W0405-029-01  
 WORK ORDER #: GP892H03525  
 REGION: VALDOSTA AREA  
 COUNTY: DECATUR  
 MAP REFERENCE: 02B5-0230

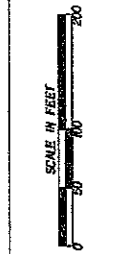
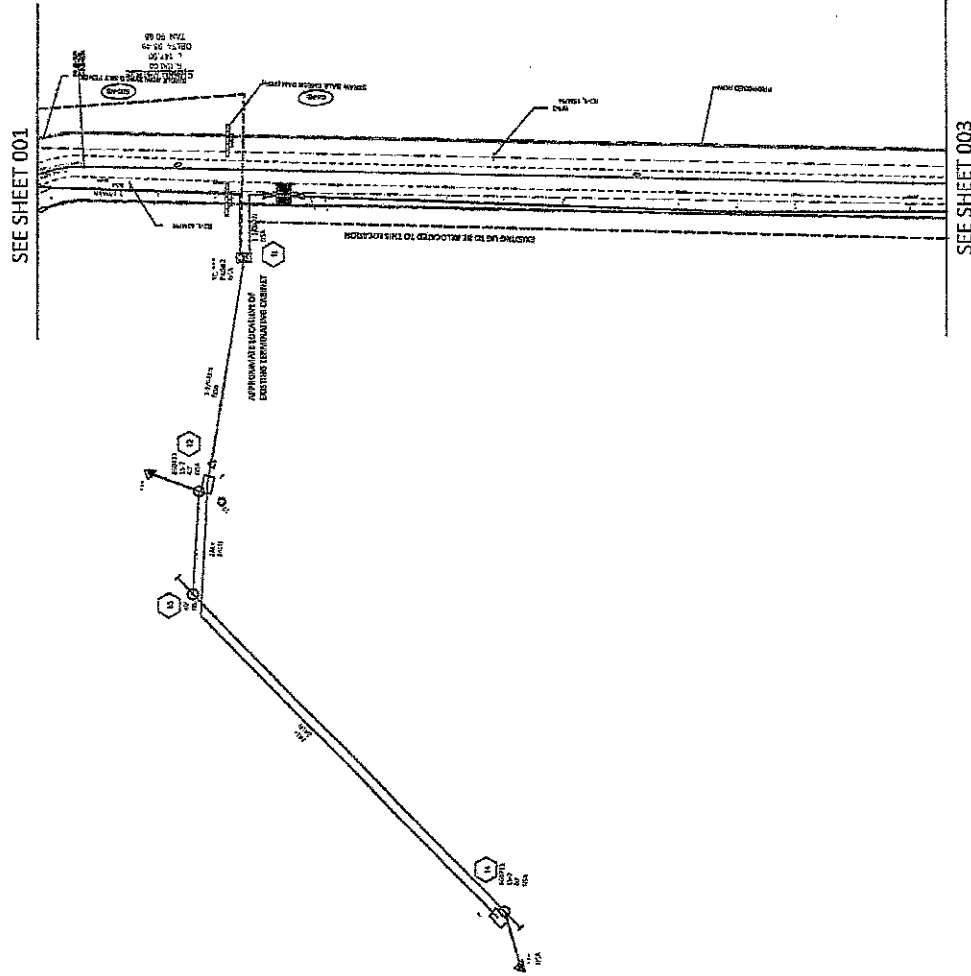
CONSTRUCTION	
REVISION	DATE

ELECTRONIC	
FILE	DATE
PLANS DATE: 06/14/2025	
PLANS DATE:	
PLANS DATE:	
PLANS DATE:	



DATE: FEB-2026  
 P: LI3309  
 HQ: BAINBRIDGE  
 DWG #: 24-0001

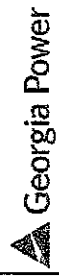
Exhibit A



ELECTRONIC FILE DATE		CONSTRUCTION REVISION DATE	
PLANS DATE:	08/14/2025	REVISION DATE:	
PLANS DATE:		REVISION DATE:	
PLANS DATE:		REVISION DATE:	
PLANS DATE:		REVISION DATE:	

ENGINEERED BY: JOAQUIN MALLEA  
 PROJECT TITLE: BREEDLOVE RD  
 W0405-029-01  
 WORK ORDER #: CPB92H03526  
 REGION: VALDOSTA AREA  
 COUNTY: DECATUR  
 MAP REFERENCE: 0295-0230

DATE: FEB.2026  
 P.I: L13308  
 HQ: BAINBRIDGE  
 DWG #: 24-0032







2201 Rowland Avenue  
Savannah, Georgia 31404  
P (912) 629-4000  
F (912) 629-4001  
**Terracon.com**

March 13, 2026

Decatur County Board of Commissioners  
c/o Michael Biers  
P.O. Box 726  
Bainbridge, Georgia 39818

Attn: Michael Biers  
E: mbiers@ie-strategies.com

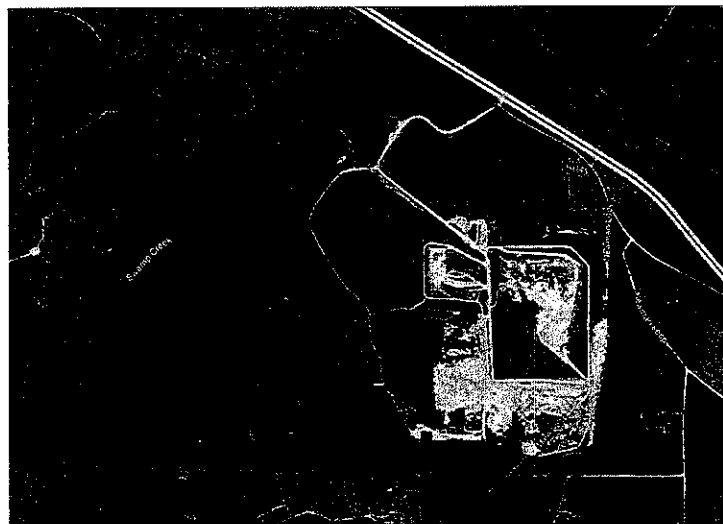
**Re: Proposal for Environmental Planning Services**  
Solid Waste Facility – Wetland Delineation  
Decatur County, Georgia  
Terracon Proposal No. PES267039

Dear Mr. Biers,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Decatur County Board of Commissioners to provide environmental services for the above-referenced site. This proposal outlines our understanding of the project, our planned work scope and associated fee, and our terms and conditions associated with the performance of this work.

## **1.0 SITE LOCATION AND PROJECT DESCRIPTION**

We understand the project area consists of +/- 570 acres located southwest of Amsterdam and south of Tallahassee Hwy in Decatur County, Georgia. The parcel project area consists of undeveloped land and an existing landfill. The target parcel is **outlined in red** on the image below. **If any of this information is not correct, please advise as soon as possible.**



Explore with us

## Proposal for Environmental Planning Services

Solid Waste Facility – Wetland Delineation ■ Decatur County, Georgia  
March 13, 2026 ■ Terracon Proposal No. PES267039



## 2.0 DETAILED SCOPE OF SERVICES

### 2.1 Task 1 – Aquatic Resource Delineation

Terracon will conduct a field delineation of the +/- 570-acre project area to establish the extent of all aquatic resources. It is important to note this 570-acre area contains two (2) previous determinations provided by the USACE which can both be identified under the regulatory number SAS-2021-00511. The first determination was in the form of an Approved Jurisdiction Determination (AJD) and makes up 177.81 acres west of the existing landfill and will expire on July 29, 2026. The second determination was in the form of an Aquatic Resource Delineation Review (ARDR), now known as a Delineation Concurrence (DC), and covered an additional 28.28 acres north of the main entry road (near recently constructed scale house), and has no set expiration date.

Terracon will collect the necessary field data so that both the two areas discussed in the paragraph above, and the remaining +/- 363.91-acre area that has not been recently investigated for aquatic resources, can all be submitted to the USACE as one complete package. This field exercise will require a mixture of efforts that include re-confirming the old-line geometry within the previous determinations is still accurate, hanging new flags in the +/- 363.91 acre area yet to be delineated, assessing continuous surface connections (ditches, culverts, etc.) under current regulations, and collecting new data forms and photos across the entire site. This task's approach is to rely on old data when possible, and assumes the entire 604-acre area does not need a new delineation (i.e. new flags hung along all aquatic features), but that the new and old data can be piecemealed together. This task will not include hanging physical flags for the banks of Swamp Creek Stream, since it is well within the expansive floodplain wetlands. However, this task does include hanging physically flags on the wetland/upland boundary of the wetland adjacent to Swamp Creek.

This investigation will be conducted in accordance with the criteria contained in the *Corps of Engineers Wetland Delineation Manual; January 1987* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region Version 2*.

During the field work, Terracon will assess the potential for wetlands to be determined non-jurisdictional according to the current regulations (*Pre-2015 Regulatory Regime*, consistent with Sackett as of the date of this proposal). Terracon will also collect appropriate field documentation (data forms and photographs) for future USACE submittals (as discussed in Task 3.1 and 3.2 below). Following field work, Terracon will provide an opinion to the client as to which resources, if any, may be eligible for designation as non-jurisdictional and therefore not regulated by the Clean Water Act (CWA). Please note, unless site conditions have changed, Terracon anticipates that our opinion on the non-jurisdictional wetlands previously determined by the USACE within the 177.81-acre area will remain the same.

The deliverable for this task is completion of an aquatic resource delineation and opinion memo to client, and does not include any submittals to the USACE. If the client wishes to proceed with obtaining written verification from the USACE, Task #3 below should be authorized. The wetland limits and jurisdictional status remains the opinion of Terracon until verified in writing by the USACE.

*Please be aware that all wetland areas identified by Terracon will be delineated using the best available methodologies in use at the time of the delineation. Due to possible changes in the regulatory environment and/or environmental changes of the conditions on site, the delineation remains an opinion of Terracon until verified in writing by USACE.*

## **2.2 Task 2 – Sub-meter GPS Data Capture**

The USACE accepts two (2) forms of geographic data to depict verified wetland delineation boundaries. The first of which is a signed wetland survey by a registered land surveyor. Terracon is not a registered land surveyor, therefore cannot produce this product. If it is preferred to utilize a registered land survey to collect such data, the client should coordinate that contract separately from the services provided herein. However, Terracon can collect the second form of geographic data accepted by the USACE, which is via a sub-meter capable Global Positioning System (GPS). Terracon will collect sub-meter GPS data associated with the delineated features to provide a general layout of the delineated wetlands for submittal to USACE. Terracon will post-process the GPS data through differential correction. This product is not intended to replace a traditional survey or plat and cannot be used as such. This graphical depiction created with sub-meter GPS data is not a recordable document and is not intended to evaluate actual property boundaries, property rights, or property value. The data presented is intended for use in project planning purposes only. The final deliverable will include a general delineation layout on the most current available aerial photograph, in addition to digital shapefile or AutoCAD data.

## **2.3 Task 3 – Jurisdictional Determination (JD) Requests**

There are two (2) types of USACE submittals which can be utilized to document USACE verification of Terracon’s aquatic resource delineation and opinions on jurisdictional status. Both of these methods are described below.

### **2.3.1 Task 3.1 – Approved Jurisdictional Determination (AJD)**

If potentially non-jurisdictional wetlands are located as part of Task #1, and the client desires to pursue official verification of such by the USACE, Terracon will prepare an Approved Jurisdictional Determination (AJD) request for submittal to the USACE. Jurisdictional wetland status remains the opinion of Terracon until verified in writing by the USACE. An AJD is the only method by which the USACE will provide written documentation whether or not aquatic resources are under CWA jurisdiction. Terracon will discuss whether this task is needed following completion of Task #1 and will discuss how the potential jurisdictional status may affect the proposed site design with the project team, prior to deciding on how to proceed. This task will only be used if authorized by the client and allows for the preparation of the additional AJD request package.

### **2.3.2 Task 3.2 – Delineation Concurrence (DC)**

For those resources that are likely jurisdictional, a DC is recommended, rather than an AJD. This task will be used to prepare the appropriate DC package for submittal to the USACE complete with data forms, photographs, signature forms, etc. It is common for a DC and AJD to be submitted together, when both jurisdictional and non-jurisdictional resources are present on a property.

## **2.4 Task 4 – Agency Review (USACE)**

Upon USACE receipt of the AJD and/or DC request, Terracon will organize the necessary field reviews of the work performed on site for the purpose of acquiring USACE documentation of final wetland verifications. This task includes time to complete both a site visit with USACE (if requested) and time to communicate with USACE following submittal on any questions or requests for additional information.

## **Proposal for Environmental Planning Services**

Solid Waste Facility – Wetland Delineation ■ Decatur County, Georgia

March 13, 2026 ■ Terracon Proposal No. PES267039



### **3.0 ADDITIONAL SERVICES NOT INCLUDED**

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you and send a supplemental proposal detailing the additional services and fee. We will not proceed without your authorization. Specifically, it is important to note that the enclosed scope of services does not include CWA Section 404 Permitting, which may become necessary if: 1) jurisdictional aquatic resources are located onsite and 2) there are proposed plans to impact them by site development activities. If a Section 404 Permit is needed, Terracon can prepare a separate scope or change order to accommodate the appropriate permitting with the USACE, and other services a federal permit often triggers (protected species evaluation, cultural resource assessments, etc.).

### **4.0 SCOPE AND REPORT LIMITATIONS**

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third parties supplying information used in the preparation of our findings and/or reports. These services will be performed in accordance with the scope of services agreed with you, our Client, as set forth in this proposal.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived from on-site activities and other services performed under this scope of services; such information is subject to change over time. Our recommendations are based solely upon data obtained at the time and within the scope of these services.

### **5.0 SCHEDULE**

Terracon strives to meet our client's deadlines, if any exist, and therefore we request you inform us of any such constraints prior to authorization. We may be able to offer an expedited review if needed. Unless otherwise noted, the following schedule will be initiated upon receipt of written notice to proceed (NTP):

- The Aquatic Resource Delineation (Task 1) and Sub-meter GPS Data Capture (Task 2) will commence within four (4) weeks of NTP and landowner's approval of site access.
- Findings of Task 1 will be delivered to client within two (2) weeks of completion of field work.
- Submittal of an AJD and/or DC can be completed within three (3) weeks of client approval
- Agency Review (Task 4) will commence following submittal of the AJD and/or DC, but can span months depending on USACE Project Manager (PM) assignment workload, regulatory

**Proposal for Environmental Planning Services**

Solid Waste Facility – Wetland Delineation ■ Decatur County, Georgia

March 13, 2026 ■ Terracon Proposal No. PES267039



conditions at the time of submittal, project complexity, amongst others. There is no official timeline in which the USACE is required to abide by in processing AJD or DCs. The USACE processes them on a first come first serve basis.

**6.0 COMPENSATION**

Task #	Task Name	Time & Materials Upset Limit	Authorized by Client
1	Aquatic Resource Delineation	\$18,000.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Sub-meter GPS Data Capture	\$8,600.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.1	Approved Jurisdictional Determination (AJD)	\$2,800.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2	Delineation Concurrence (DC)	\$1,700.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Agency Review	\$3,300.00	<input type="checkbox"/> Yes <input type="checkbox"/> No

The fee is valid for 90 days from the date of this proposal.

The project will be invoiced on Time & Materials basis monthly. Payments on invoices will be due in full within 30 days from the date of the invoice.

**7.0 AUTHORIZATION**

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services. Please provide the access information with the signed agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal. If you have questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

**Terracon Consultants, Inc.**

Kristen Deason  
Group Manager, Senior Associate

Chandler Pharr  
Senior Staff Scientist

**Attachments:**

Agreement for Services

## AGREEMENT FOR SERVICES

This **AGREEMENT** is between Decatur County GA Board of Commissioners ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Decatur County Solid Waste Facility - Wetland Review project ("Project"), as described in Consultant's Proposal dated 3/13/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: *Kristen Deason* Date: **3/13/2026**

Name/Title: **Kristen H Deason / Group Manager**

Address: **2201 Rowland Ave  
Savannah, GA 31404-4434**

Phone: **(912) 629-4000** Fax: \_\_\_\_\_

Email: **Kristen.Deason@Terracon.com**

Client: **Decatur County GA Board of Commissioners**

By: *[Signature]* Date: **3-24-2026**

Name/Title: **Mike Biers Randy Williams**

Address: **203 West Broughton Street, PO Box 726  
Bainbridge, GA 39818**

Phone: **(478) 365-8609** Fax: \_\_\_\_\_

Email: **mbiers@ie-strategies.com**



# Mark Harrell

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

3/12/2026

## E & R / NOD - Mobile Home Digest

### 2026 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
101 16	Andrews John Henry	\$ -	\$ 39,889.00	NOD. Owner Needs a 2026 mobile home tax bill.
45 7A	Avery Charles Allen & Fitzpatrick Carson Jane	\$ 149,574.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
31A 33	Boyette Lee C/O Tina Boyette	\$ 33,317.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
24 16B	Brown Jesse	\$ 70,628.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
100 20B	Busby Cole Warren & Hamilton Mackenzie Alaina	\$ 21,077.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
50 78A	Gardner William Allen	\$ 91,630.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
98 16	Gross Deanna Lee	\$ 54,753.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
B30 1	Jones Mobile Home Sales Inc	\$ 100,287.00	\$ -	Delete 2026 mobile home tax bill. Jones mobile home reported this mobile home on their personal property inventory list for 2026.
72 1	Martin Linda Gail Chapman	\$ 16,074.00	\$ -	Delete 2026 mobile home tax bill. Mobile home was sold and moved to Seminole County in 2025.
37 25 1	Smith Dorothy M	\$ 17,651.00	\$ -	Delete mobile home tax bill for 2026. Owner applied for homestead.
102 73A	Smith Erica & Louise Marshall	\$ 14,001.00	\$ -	Delete 2026 mobile home tax bill. Mobile home was traded in on Dec. of 2025. Now in Thomasville, GA.
62 74B	Trotman Benjamin Hyler & Carissa Shyanne	\$ 88,950.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.
31B 13	Ward Jason Carroll & Erica Ann	\$ 11,751.00	\$ -	Delete 2026 mobile home tax bill. Owner applied for homestead.

\$ 669,693.00 \$ 39,889.00

## E & R / NOD -Property Tax Digest

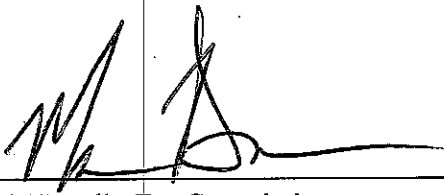
### 2025 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
45 65B	Boyette Darryl L & Erin T	\$ 114,435.00	\$ 98,157.00	Finalized appeal.
45 65C	Boyette Darryl L & Erin T	\$ 174,473.00	\$ 158,801.00	Finalized appeal.
B35 51	Calhoun Sabrina Lee & Powell Katherine C	\$ 230,024.00	\$ 173,832.00	Finalized appeal.
B53A 23A	CH Essentials LLC	\$ 1,555,016.00	\$ 1,550,948.00	Finalized appeal.

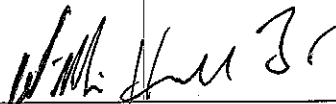
MR 95	Christenson Christ Leonard III Revocable Trust	\$ -	\$ 2,052.00	Mineral rights previously not on digest.
B57 15 19	Douglas Annie J	\$ 105,810.00	\$ 86,143.00	Finalized appeal.
72 38A	Gay Robert Lindsay & Frances Thomas	\$ 225,654.00	\$ 204,902.00	Finalized appeal.
31 55L	Harrell Bobby James & Jennifer Stephens	\$ 315,205.00	\$ 285,000.00	Finalized appeal.
84B 6	Harrison Jane C	\$ 189,659.00	\$ 172,452.00	Finalized appeal.
B53A 21	HD Development of Maryland Inc #6959	\$ 6,581,434.00	\$ 6,447,480.00	Finalized appeal.
48 10	Lawrence Wayne	\$ 360,832.00	\$ 313,474.00	Finalized appeal.
B42 31	Magnolia Realco Bainbridge LLC	\$ 1,118,958.00	\$ 743,594.00	Finalized appeal.
B80 13 B5	Martin Patricia G	\$ 170,574.00	\$ 141,630.00	Finalized appeal.
46 49A	Medley Dennis E & Kim L	\$ 341,621.00	\$ 306,575.00	Finalized appeal.
B79E 25	Miller P D Jr & India T	\$ 771,198.00	\$ 642,868.00	Finalized appeal.
104A 9	Monson Richard S & Linda M	\$ 410,970.00	\$ 380,000.00	Finalized appeal.
67 23	Pope Julie G	\$ 763,955.00	\$ 642,021.00	Finalized appeal.
68A 104	Pope Julie G	\$ 520,786.00	\$ 439,681.00	Finalized appeal.
87 33A	Smith Eric Brocklin & Ashley Lynn	\$ 431,669.00	\$ 350,856.00	Finalized appeal.
B34 40	Smith Kimberly	\$ 177,333.00	\$ 137,475.00	Finalized appeal.
B35 126	Washington David A	\$ 58,716.00	\$ 53,540.00	Finalized appeal.
94 21	White Benjamin E & Lisa	\$ 53,604.00	\$ 45,720.00	Finalized appeal.
74 11 A1	Zorn Magen Clement & Brian O'neal	\$ 439,921.00	\$ 408,529.00	Finalized appeal.

\$ 15,111,847.00 \$ 13,785,730.00

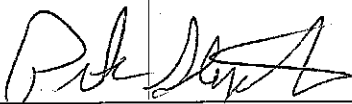
\$ 15,781,540.00 \$ 13,825,619.00



Mark Harrell - Tax Commissioner



William Harrell Jr - Board of Assessors



Pete Stephens, Chairman - Board of Commissioners

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1. The Decatur County Board of Commissioners met in a duly advertised meeting on: March 24, 2026.
2. During such meeting, the Board voted to go into closed session.
3. The executive Session was called to order at 7:15 a.m./p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law;

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

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

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

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

Other \_\_\_\_\_

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

This 24<sup>th</sup> day of March, 2026.



\_\_\_\_\_  
Pete Stephens, Chairman  
Decatur County Board of Commissioners

Sworn to and subscribed  
Before me this 24<sup>th</sup> day of

March, 2026.

Notary Public

Michelle B. Tebest

Commission Expires:  
\_\_\_\_\_