

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARDROOM**

**TUESDAY, MARCH 26, 2024**

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, County Attorney Kirbo gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

**APPROVAL OF AGENDA**

Chairman Stephens requested to amend the agenda by removing item number eight. Commissioner Davis made a motion to approve the agenda, with the amendment. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

**SPECIAL PRESENTATIONS**

There were no Special Presentations.

**PUBLIC PARTICIPATION**

Chairman Stephens recognized Joe Crager who stated his concerns for Project Liberty.

**APPROVAL OF MINUTES**

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held March 12, 2024, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

**NEW BUSINESS**

**Consider E911 Request for Equipment Purchase.** Chairman Stephens recognized E911 Director, Tonya Griffin who is requesting to replace the UPS units at the E911 Center and three tower sites which are battery back-ups to the generator. The current UPS units have been in place for several years and are outdated. Director Griffin stated the UPS unit for the E911 Center has already been approved in her current budget with the cost being \$21,150 and this price includes delivery, installation, removal and disposal of the old UPS unit.

Director Griffin stated that UPS units for tower sites, 97S, State Park and Reno would also need to be replaced with the cost being \$70,850, and this price includes delivery, installation, removal and disposal of the old UPS unit. These UPS units would be purchased from the Radio Maintenance budget. Commissioner Brock made a motion to purchase the equipment. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Amendment #1 to EMS Agreement.** Chairman Stephens recognized Operations Manager Randy Williams who stated a copy of the agreement was included in the Commissioners' packet. Manager Williams stated this amendment calls for the replacement of the current aged fleet by the end of the agreement with Grady EMS on June 30, 2024 and he is recommending approval of the amendment by the Board. Commissioner Davis made a motion to

approve the amendment, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider EMS Agreement with Survival Flight.** Chairman Stephens recognized Operations Manager Randy Williams who stated a copy of the agreement was included in the Commissioners' packet and the agreement would be for five years and renew annually. The agreement cost would be \$800,000 for the first year with a three percent increase for each year up to the end of the five years. Survival Flight EMS would begin July 1, 2024 and Manager Williams is recommending approval by the Board. Commissioner Davis made a motion to approve the EMS agreement, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider State Highway System Revision Order – Whigham Dairy Road.** Chairman Stephens recognized County Administrator Thomas who stated this order would take Whigham Dairy Road off the local road system and place it on the state highway system as a truck route and is recommending approval by the Board. Commissioner Barber made a motion to approve the order, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Assignment of CSX Easement and Resolution to GDOT – Whigham Dairy Road.** Chairman Stephens recognized County Administrator Thomas who stated the current easement was acquired by the County in 1980 from CSX for the improvements on Whigham Dairy Road. County Administrator Thomas stated since Whigham Dairy Road will be becoming part of the state system, the Board has been requested to assign the easement to the Georgia Department of Transportation.

County Administrator Thomas stated a proposed resolution is included where the Board declares the easement rights as surplus property and authorizes the assignment of the easement to GDOT for the project and is recommending approval by the Board. Commissioner Davis made a motion to approve the assignment of the easement and resolution, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Proposal for Engineering and Surveying Services.** Chairman Stephens recognized County Administrator Thomas who stated there are two quotes, the first quote is a TSPLOST project for Cedar Grove Road for the surveying and engineering cost from Attapulgus-Climax Road to the intersection of Antioch Church Road. The proposal cost is \$112,870 and County Administrator Thomas is recommending approval by the Board.

County Administrator Thomas stated the second quote is for Earl Hester Road. The Board agreed at the November 28, 2023 board meeting for County Administrator Thomas to request the cost of surveying and engineering services for Earl Hester Road. The proposal cost for surveying and engineering of Earl Hester Road from S.R. 262 to the intersection of Old Whigham Road is \$58,867 and County Administrator Thomas is recommending approval by the Board. Commissioner Brock made a motion to approve the quotes, copies of which are attached. Commissioner Barber 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. Vice Chairman Brinson made a motion to approve the Errors and Releases. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

#### **EXECUTIVE SESSION - LITIGATION**

Commissioner Davis 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 stated litigation 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 Anderson, was duly adjourned. Commissioner Brock 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





AMENDMENT #1 TO EMERGENCY MEDICAL SERVICES AGREEMENT

DECATUR COUNTY and
GRADY MEMORIAL HOSPITAL CORPORATION
D/B/A SOUTH GEORGIA EMERGENCY MEDICAL SERVICE

This Amendment, effective 3/26/24, formally amends the terms of the Emergency Medical Services Agreement ("Agreement") previously executed by and between Decatur County, Georgia ("County") and Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service ("Contractor"), dated August 2, 2021. All other terms and conditions of the original Agreement not amended herein or in the prior Amendments remain unchanged.

By signature below, the Parties agree to the following:

Section V, Term.

The term of this Agreement shall terminate effective 11:59 p.m. on 6/30/2024. County shall prorate the compensation due to Contractor under Section IV, Compensation, through the final date of service.

Exhibit "A", Leased Vehicles and Equipment

The assets specified in Exhibit "A" to this Amendment will be transferred back to County upon termination of the Agreement. The Parties may mutually agree for Contractor to transfer assets back to County prior to the termination of the Agreement.

Decatur County

Grady Memorial Hospital Corporation
d/b/a South Georgia Emergency Medical
Service

By: [Signature]
Name: Pete Stephens
Title: Chair
Date: 3-26-2024

By: [Signature]
Name: John Hanson
Title: SVP
Date: 3-27-24

Attest: Michelle B. West
County Clerk



**Exhibit A – Leased Vehicles and Equipment**

**Leased Vehicles(s) and/or Equipment:** Upon termination of the Agreement, Contractor will transfer to County the vehicle(s) and/or equipment listed below (the “Leased Vehicle(s)” or “Leased Equipment”).

**1. Fleet/Ambulances**

Unit 789	2021 Ram 3500HD	VIN 3C7WRSBL3MG590380	Mileage 54,165
Unit 754	2018 Ram 3500HD	VIN 3C7WRSBL0JG312483	Mileage 159,343
Unit 783	2019 Ram 3500HD	VIN 3C7WRSBL1KG601454	Mileage 81,484
Unit 788	2021 Ram 3500HD	VIN 3C7WRSBL5MG590381	Mileage 61,379
Unit 773	2019 Ram 3500HD	VIN 3C7WRSBL1KG588432	Mileage 144,385

**2. Equipment**

- (7) Zoll X-Series Cardiac Monitors
- (2) Stryker Lucas CPR Devices
- (5) Stryker Pro Series Power Stretchers
- (1) Stryker Rugged Manual Stretcher
- (1) Stryker Bariatric Stretcher
- (4) Ferno Stair Chairs
- (1) Stryker Stair Chair
- (9) Motorola APX 6000Li Portable Radios
- (5) Motorola Mobile Radios

All equipment is currently in-service or on reserve in Decatur County and will remain.

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS CONTRACT AND AGREEMENT (hereinafter "Agreement") is made and entered into on the dates signed by the parties as indicated on the signature page. This agreement is by and between the County of Decatur, Georgia (hereinafter "Decatur County" or "County") and Survival Flight EMS, LLC (hereinafter "SFEMS") (may be referred to collectively as "Parties").

**WHEREAS**, the Parties hereto desire to enter into an agreement whereby SFEMS shall provide 911 services necessary for the proper operation and maintenance of an ambulance service.

**WHEREAS**, the services to be provided by SFEMS are necessary to preserve the health, safety, and welfare of the citizens within Decatur County, Georgia.

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants herein contained, the Parties to this **CONTRACT** have agreed, and hereby agree, as follows:

**A. SFEMS Agrees:**

**I. Services, Response Area/Functional Responsibilities.** SFEMS primary response area will be the entirety of the lands comprising Decatur County, Georgia to include the geographical areas within its cities. SFEMS shall respond to any call requested by the Decatur County, Georgia 911 Center or Memorial Hospital and Manor.

Response Time expectations for Decatur County that SFEMS will strive to meet are:

- Priority 1 (Emergency 911) calls: 12-minute response for 85-90 % of the time
- Chute Time: 120 seconds and a 40-minute turnaround Time from receiving facility to back in County. (Unless distance and extenuating circumstances restrict this time)

If through a joint evaluation of monthly response times that SFEMS failed to meet this threshold, we agree to a 1% reduction of one month of the monthly bill. SFEMS shall submit a report that shows response time, chute time, turnaround time, staffing level, transport rate, # of flights, # of mutual aid requests, # of mutual aid responses to surrounding counties, participation at county events, continuing education, and complaints received with resolution by the 15th of every month.

SFEMS represents that it is licensed in accordance with Georgia state law and regulations to provide this service within the State of Georgia.

Services shall commence at 0001 Monday July 1<sup>st</sup>, 2024.

SFEMS shall respond to and assist the County or Cities on any and all calls, as requested, including structure fires and any other call which may have the potential for bodily injury.

Pursuant to any applicable regulations for the State of Georgia, SFEMS shall obtain mutual aid partnership(s) with all available and willing emergency medical services ("EMS") providers within the County and in neighboring communities to further assist in coverage in the event that all of the SFEMS units are unavailable due to emergency call volume.

**Level of Service/Clinical Staffing Standards.** The Ambulances provided by Survival Flight EMS shall be three (3) units staffed at the Paramedic Advanced Life Support (ALS) level and one (1) non-emergency transport unit. Three ALS units shall be staffed twenty-four hours a day, seven days a week, and every day of every year for the duration of this agreement. At all times, there shall be a minimum of three staffed ambulances to provide coverage. A non-emergency transport unit shall be staffed 40 hours/week. All SFEMS personnel shall be licensed pursuant to requisite and applicable legal standards and applicable regulations for the State of Georgia. SFEMS will maintain at least 1 Paramedic Advanced Life Support unit within the Decatur County boundaries at all times. The parties recognize and acknowledge that there may be times when providing personnel necessary to staff three (3) separate ALS ambulances may not be possible due to staff shortages, scheduling issues, or other unavoidable circumstances. Therefore, during those times SFEMS may utilize either a mutual aid agreement with other SFEMS assets or transition one (1) of its ALS level units to a BLS (Basic Life Support) level unit in order to provide scheduling flexibility and for non-critical care transfers. In no way should this level of staffing be permanent and the use of a BLS unit should not be greater than forty-eight contiguous hours per event. In the event a BLS unit is deployed, notification shall be made to the County Administrator immediately upon deployment of the BLS unit. The use of less than 3 ALS units shall not exceed 8 hours.

SFEMS personnel shall undergo pre-hire evaluations and clinical testing. SFEMS staff shall be required to undergo monthly EMS topic training. They shall also be subject to quarterly and annual skills competency checks guided by SFEMS' Director of Education. SFEMS shall provide 24/7 availability to the Medical Director.

SFEMS intends to evaluate all current employees and offer positions similar to their current positions, provided they meet SFEMS' new employee hire policies and current SFEMS policy and procedures.

SFEMS will transport, at no charge to the County or the employee (other than what may be paid by the employee's insurance plan), any and all County employees, personnel and prisoners, including, but not limited to, constitutional officers and staff and volunteer firefighters, who require emergency medical services.

2. **Assets to be Provided.** SFEMS shall equip the five (5) ambulances (Utilizing the property of Decatur County as outlined in the attached Addendum) pursuant to applicable Georgia legal standards and regulations for the State of Georgia, and also with EMS equipment for Advanced Life Support care. SFEMS may modify, replace, or discontinue use of any item deemed to be *Critical Care Equipment*, if, in its sole discretion, it determines an enhanced technology or technique leads to improved patient care or outcome. Upon termination of the agreement, any piece of equipment identified in the attached addendum that has been replaced or upgraded becomes property of Decatur County.

SFEMS will utilize P25 700/800 MGHZ radio systems provided by Decatur County.

SFEMS will collaborate with Decatur County on a biennial basis to evaluate the condition of ambulances

and equipment. If it is mutually determined that an ambulance needs to be replaced Decatur County and SFEMS will share the cost of replacement on a 50-50 cost basis. If for whatever reason an ambulance needs to be replaced before the biennial evaluation the same will apply with the cost of replacement shared 50-50. SFEMS is responsible for the full cost of repair or replacement of any vehicle damaged in an accident. SFEMS will provide vehicle maintenance for each ambulance unit. Each ambulance unit shall be insured by SFEMS. In the event of termination or nonrenewal of this Agreement, SFEMS will promptly return all vehicles and equipment leased from the County.

**3. Office.** SFEMS shall maintain offices with all equipment and supplies at each of these offices 24/7, 307 Airport Road, Bainbridge, Ga. within the County. The offices shall be staffed and maintained twenty-four (24) hours per day, and every day of every year, for the duration of the Agreement. These offices shall be made available at no cost to SFEMS. SFEMS shall be responsible for the utilities at these offices. The County will be responsible for building maintenance.

**4. Local Management Structure.** There shall be a local (Georgia Based) Director of operations with whom Decatur County leadership may communicate with on an as needed basis 24/7. This Director shall be a direct report to the SFEMS Vice-President of EMS Operations.

**5. Training and Outreach Education.** SFEMS shall provide up to ten outreach education classes per year to any County Departments (i.e., Fire, Law enforcement, Water, or Public Works), Schools, Civic or Community Organizations within Decatur County as requested. SFEMS shall do these classes for free with the exception of classes which result in obtaining a certification card. If needed and requested by the 911 Director, SFEMS shall assist in the training of all Decatur County 911 Communicators to achieve their Emergency Medical Dispatch training. SFEMS will provide to County law enforcement, firefighters and first responders any training that SFEMS provides to its own employees at no additional cost (excluding certification card costs).

SFEMS agrees to station one or more of the response ambulances at community events where exclusive dedication of ambulances to the event is not required, upon such request by the County Administrator or their designee, at no additional charge. At the sole discretion of SFEMS, the ambulance assigned at any such event may be the Quick Response Unit, or a unit staffed and equipped at an ALS level.

- **Mutual Aid,** SFEMS agrees to participate in Mutual Aid agreements as mutually agreed to by the Director of Operations and the County Administrator.

**7. Participation in EMS Advisory Committees.** SFEMS shall participate in any EMS Advisory Committee, which membership shall be developed as directed by the County. The purpose of the Advisory Committee is to provide an active, planned, and structured forum for communication, feedback, and potential resolutions for any issue or concerns relating to EMS services and issues in general within the affected area and/or communities. The Advisory Committee shall identify any and all nonconformities or irregularities by SFEMS relating to the above topics.

**8. Inspections, Information Collecting, Record Keeping and Reports.** SFEMS agrees to collect, compile, prepare and submit summary performance and exception reports within 30 days following receipt of any written request of the County. SFEMS likewise agrees to provide access to all state inspection reports, and copies of all state licenses at the request of the County within 10 days



following receipt of any written request to do so. SFEMS shall provide a monthly "EMS snapshot" of operational information for review.

**9. Billing and Membership.** The setting of rates, obtaining subscription service contracts, and collecting fees shall be the responsibility of SFEMS. SFEMS service rates shall not exceed the highest commercial payor approved rate for the service area.

SFEMS shall not charge for EMS standbys unless the request is for an exclusive unit dedication and/or for extended amount of time exceeding twelve (12) hours. This fee shall not exceed SFEMS' actual costs incurred to pay employee overtime costs.

SFEMS shall be responsible for invoicing and collecting for services from the individual patients. Rates and prices for subscriptions are the responsibility of SFEMS.

SFEMS shall make available access to patient billing support 8:00am-5:00 pm Monday through Friday.

**10. Insurance.** SFEMS shall maintain liability insurance throughout the term of the Agreement in an amount that, at minimum, conforms to the requirements of the State of Georgia, and shall list the County as an additional insured on the policies. SFEMS agrees to maintain minimum insurance coverage limits as set forth by any regulatory body with authority over the provision of services set forth herein. The insurance shall be in addition to any auto insurance required on ambulances.

SFEMS shall furnish the County with satisfactory proof of the insurance required in the form of a certificate of coverage for each applicable policy. The certificate of insurance provided shall contain a statement requiring the insurance carrier to provide the County thirty (30) days written notice prior to cancellation of coverage provided to SFEMS by the applicable policy.

**Indemnification.** SFEMS agrees to indemnify and defend the Cities and County from any claims, damages, losses, and costs arising out of claims by third parties for property damages and bodily injury, including death, caused by the negligence of SFEMS, its employees, affiliated corporations, officers, and subcontractors in connection with this Agreement. The County agrees to indemnify and defend SFEMS from any claims, damages, losses, and costs arising out of claims by third parties for property damages and bodily injury, including death, caused by the negligence of the County, its employees, affiliated departments, officers, and contractors in connection with this Agreement. If the negligence of both SFEMS and the County (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between SFEMS, and the County involved in proportion to their relative degrees of negligence.

**B. The County Agrees:**

**1. Compensation.** Survival Flight EMS, LLC. will require, and be paid, \$800,000 per year as a subsidy as part of this agreement. This subsidy will be paid monthly, consisting of twelve (12) payments in the amount \$66,666.00 each, to be paid on or before the 15<sup>th</sup> day of each month. First payment due July 15<sup>th</sup>, 2024. There will be a 3% subsidy increase in the second year of the contract, and each year thereafter.

C. It is further mutually agreed between SFEMS, and the County as follows:

1. **Term.** This contract shall be for a term of one (1) year, beginning July 1, 2024, and shall be automatically extended for four (4) additional one (1) year terms unless terminated by the parties.

2. **Remedies.** In the event of an alleged breach of contract by either party, the party shall give written notice of the breach to the other party. The parties shall have thirty (30) days following receipt of written notice within which to cure the alleged breach, except that if SFEMS' alleged breach is a failure to provide the required number of ambulances ("services") for a period exceeding three (3) days, after receipt of written notice to SFEMS of the failure to provide services, the County may terminate this Contract immediately upon providing written notice of termination to SFEMS.

The Parties agree that in the event any of the Parties are required to respond to legal proceedings, or to incur expenses of any kind or nature in the enforcement of their rights hereunder, the successful party shall have the right to collect all legally allowable damages, including reasonable attorney fees and expenses, from the losing party.

3. **Governing Law.** This contract shall be governed by the laws of the State of Georgia.

4. **Terms/Notice of Non-Renewal:** Both parties agree to give the other party 6 months' notice if they intend to terminate or not renew the contract.

5. **Capacity/Independent Contractor.** It is expressly acknowledged and agreed that SFEMS is acting as an independent contractor and not as an employee of the County. SFEMS and the County acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The County nor any of its contained cities, municipalities, communities, or other recognized political subdivisions are required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation insurance premium, profit-sharing, pension, or any other employee benefit for SFEMS. SFEMS acknowledges and agrees that SFEMS is responsible for paying, and complying with reporting requirements, for all local, state, and federal taxes relating to payments made to SFEMS under this Agreement.

6. **Waiver.** No delay or omission to exercise any right, power, or remedy accruing to the Parties hereto upon any breach or default of the Parties respectively under this Agreement shall impair any such right, power, or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

7. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

8. **Joint Preparation.** This Agreement is to be deemed to have been prepared jointly by the

Parties hereto after negotiations, and any uncertainty or ambiguity existing herein shall not be interpreted against any Party, but according to the application of the rules of interpretation of contracts.

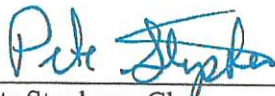
**8.Binding Effect.** All of the terms, conditions, covenants and agreements contained in this Agreement shall be binding on the Parties and their respective agents, heirs, successors, and assigns.

**9.Captions.** All captions of the sections are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Entire Agreement,** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature between them, and no Party shall be bound by any condition, definition, warranty or representation, other than as expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the Parties hereto.

**Assignment.** It is expressly agreed by and between the Parties that no part of this Agreement may be assigned or transferred without the express written consent of all Parties.

**IN WITNESS WHEREOF,** the Parties have caused this instrument to be executed. The individuals signing this agreement attest that they have the **full** power and authority to execute this agreement on behalf of the Party for whom they are signing.



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

3-26-2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Andy Arthurs, VP SFEMS

3-27-2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Attestation  
Randy Williams, Operations Manager



\_\_\_\_\_  
Attestation  
Harold Newton, SFEMS

Decatur County Government  
203 W. Broughton Street  
P.O. Box 726  
Bainbridge, GA 39818



Survival Flight EMS, Inc.  
50 N. McClintock Drive, Suite 1  
Chandler, AZ 85226

## Appendix A: Ambulance and Equipment List

### Ambulances:

1. Unit 789	2021 Ram 3500HD	VIN 3C7WRSBL3MG590380	Mileage 54,165
2. Unit 754	2018 Ram 3500HD	VIN 3C7WRSBL0JG312483	Mileage 159,343
3. Unit 783	2019 Ram 3500HD	VIN 3C7WRSBL1KG601454	Mileage 81,484
4. Unit 788	2021 Ram 3500HD	VIN 3C7WRSBL5MG590381	Mileage 61,379
5. Unit 773	2019 Ram 3500HD	VIN 3C7WRSBL1KG588432	Mileage 144,385

### Equipment:

- (7) Zoll X-Series Cardiac Monitors
- (2) Stryker Lucas CPR Devices
- (5) Stryker Pro Series Power Stretchers
- (1) Stryker Rugged Manual Stretcher
- (1) Stryker Bariatric Stretcher
- (4) Ferno Stair Chairs
- (1) Stryker Stair Chair
- (9) Motorola APX 6000Li Portable Radios
- (5) Motorola Mobile Radios

After recording, return to:  
James H. Smith  
Alexander & Vann, LLP  
411 Gordon Avenue  
Thomasville, GA 31792

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ASSIGNMENT OF EASEMENT

STATE OF GEORGIA

Project No.

COUNTY OF DECATUR

P.I. No.: 0015955

County: Decatur

THIS ASSIGNMENT OF EASEMENT (this "Assignment"), made and entered into as of the 26<sup>th</sup> day of March, 2024, by and between DECATUR COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Assignor"), and the GEORGIA DEPARTMENT OF TRANSPORTATION ("Assignee").

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Easements Rights. Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor's right, title, and interest in and to that certain Easement Agreement from Seaboard Coast Line Railroad Company to Decatur County, dated August 26, 1980, a copy of which easement is attached hereto as Exhibit "A".

2. Assumption. Assignee accepts the Assignment, and Assignee hereby assumes and agrees to perform all of the obligations of Assignor under the Assignment arising from and after the date hereof.


3. Miscellaneous. Time is of the essence of this Assignment. This Assignment shall be interpreted and governed in accordance with the laws of the State of Georgia. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors, successors-in-title, assigns, heirs, executors, administrators, and representatives. The headings inserted at the beginning of each Paragraph are for convenience only and do not add or subtract from the meaning of the contents of the Paragraph. This Assignment represents the entire and complete agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, and cannot be varied except by written agreement between the parties. Should any provision of this Assignment require judicial interpretation, it is hereby agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to


be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof. Each party may rely upon a facsimile, other electronically transmitted signatures, or "pdf" counterpart of this Assignment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

4. Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

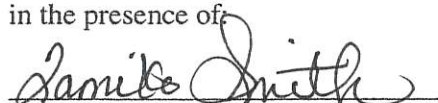
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

DECATUR COUNTY, STATE OF GEORGIA

By:   
Print Name: Pete Stephens  
Title: Chairman

Attest:   
Print Name: Michelle B. West  
Title: County Clerk

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public

AFFIX SEAL



# EXHIBIT A

31693

Form 3517-Sheet 1  
Revised Nov. 1979  
RE-42856

THIS EASEMENT AGREEMENT, Made and entered into this 26th day of August, 1980, by and between the SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter referred to as Grantor, and DECATUR COUNTY, of the State of Georgia, hereinafter referred to as Grantee:

WITNESSETH: That Grantor, for and in consideration of One Dollar to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by Grantee as hereinafter expressed, hereby grants to Grantee an easement or right of way, within the limits hereinafter set out, for constructing and maintaining a highway or street crossing (including the usual appurtenances such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of Grantor at Dairy Road, Bainbridge, Georgia, said crossing being 80 feet in width, i.e., 40 feet wide on each side of a line which extends across said right of way in a north-south direction and intersects the center line of Grantor's main track at a point 2,060 feet southeastwardly measured along said center line from Milepost AN-726; said crossing being shown outlined in red on print of Grantor's Drawing No. 3193-14, dated July 18, 1980, attached hereto and made a part hereof; Grantor's right of way being 75 feet wide on each side of said center line.

And Grantee hereby covenants and agrees in consideration of said easement:

1. Said crossing shall be constructed and maintained at the cost and expense of Grantee, but in a manner and of materials satisfactory to the Division Engineer of Grantor, and that all incidental expenses necessarily incurred in connection therewith (estimated at \$3,103.00) shall be borne by Grantee, except, however, that Grantor will, at its expense, maintain thereafter the portion of said crossing between the rails of said track or tracks and for two feet on the outside of each rail thereof.

2. Grantor reserves the right, if it so desires, to construct an additional track or tracks across the land covered by this easement.

3. Grantee, for and in consideration of the privileges and benefits granted by Grantor, and benefits flowing therefrom unto Grantee, agrees to save harmless Grantor, its successors and assigns, from any and all claims, including attorneys' fees, arising out of any suit, on account of personal injuries or damage to property of whatsoever nature arising during the construction or reconstruction of said crossing; and Grantee agrees to indemnify and save harmless Grantor, its successors and assigns, from any and all damages, including attorneys' fees, that might occur to Grantor on account of improper or faulty drainage at said crossing due to the construction or reconstruction thereof.

4. It is expressly understood and agreed that if at any time in the future the Grantee or other Governmental authority should determine that safety requires protection other than that afforded by stop signs, such as watchman, gates or flashing light signals, Grantor will not be called upon or required to bear the cost or any part of the cost of furnishing, installing or maintaining any such protection; it is further understood and agreed that before providing any such additional crossing protection, Grantee or such

31693

other Governmental authority will first obtain approval in writing from the Grantor with respect to location and type of protective facility.

5. The cost of all work performed by Grantor (including flagging and engineering services, if any) and all materials furnished by Grantor within the scope of this agreement to which Grantee is obligated to reimburse Grantor for the cost thereof shall have surcharges added thereto in accordance with Federal-Aid Highway Program Manual Transmittal 129, dated April 25, 1975, in effect at the time the work is accomplished. All other accounting and reimbursement shall be in accordance with Grantor's usual practice in effect for similar work at the time the project is in progress.

It is understood and agreed that this easement agreement shall not be binding until it has been authorized or ratified by a proper ordinance or resolution of the Board of County Commissioners of Decatur County, Georgia, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Witnesses for Grantor:

[Signature]

[Signature]

Witnesses for Grantee:

[Signature]  
[Signature]

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature] (L.S.)  
Assistant Vice President

DECATUR COUNTY, GEORGIA

By [Signature] (L.S.)  
Chairman, Board of County  
Commissioners

Attest [Signature] (SEAL)  
Clerk



APPROVED FOR SEABOARD COAST LINE RAILROAD COMPANY:

As to Form APPROVED  
FORM

Law Department

*[Signature]*  
Superintendent

*P. M. Stark*  
Director of Real Estate

*R. E. Cooper*  
Division Engineer

3162

Extracts from minutes of meeting of the Board of County Commissioners of Decatur County, Georgia, held on the 25 day of August 1980

RESOLUTION

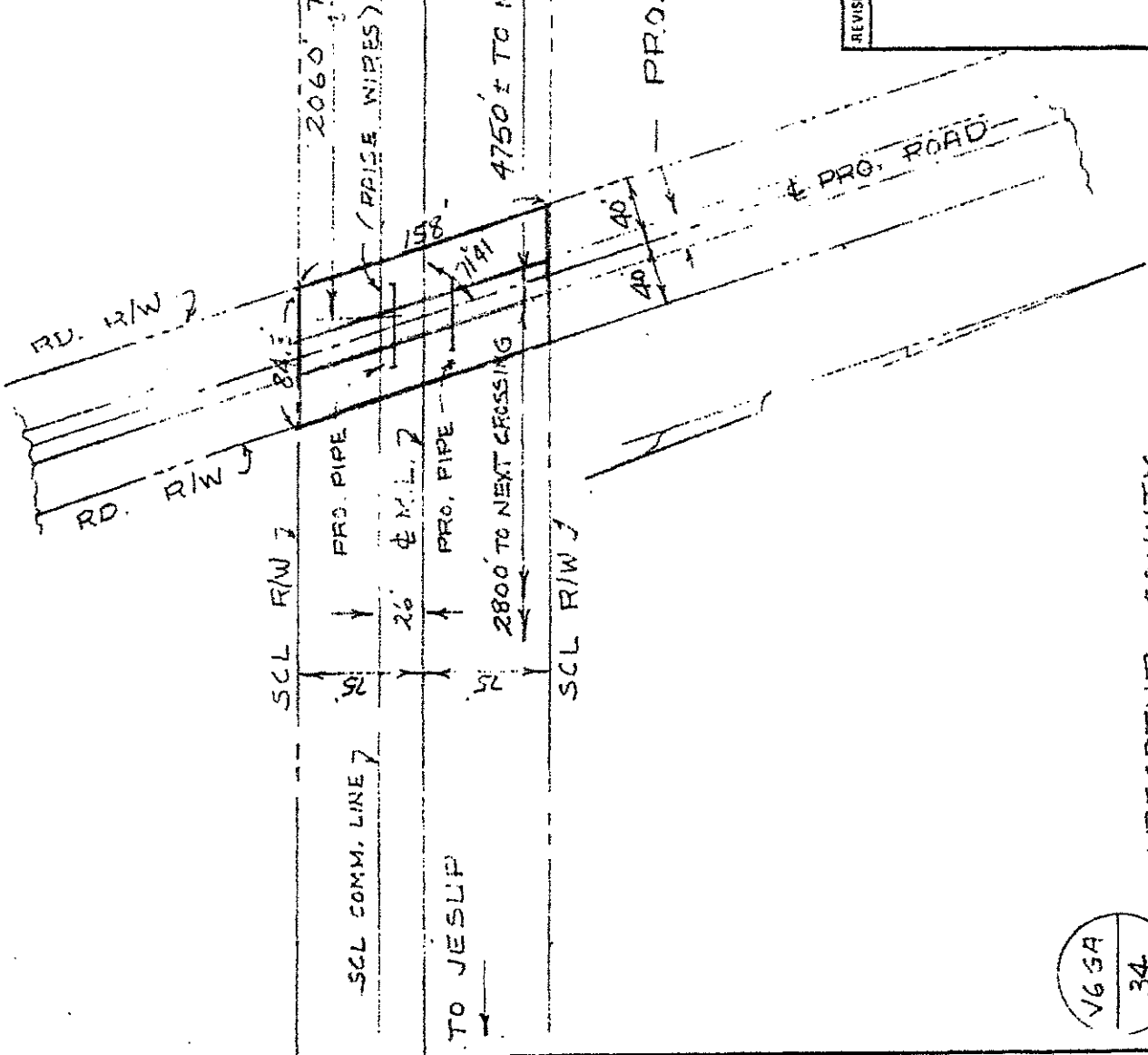
Be it resolved by the Board of County Commissioners of Decatur County, Georgia in regular meeting assembled that the Chairman of said Board be, and he hereby is, authorized to enter into an agreement with the SEABOARD COAST LINE RAILROAD COMPANY, and to sign same on behalf of said County whereby said Railroad Company grants to said County an easement or right of way, for constructing and maintaining a highway or street crossing at grade across the right of way and main track of said Railroad Company at Dairy Road, Bainbridge, Georgia, as particularly described in said agreement, which agreement is dated August 26, 1980, a copy of which agreement is filed with the Board of County Commissioners.

I certify the above to be a true and correct copy.

Mrs W. P. J. Anderson  
Clerk

3193

7-18-80  
ROAD  
DECATUR COUNTY



SEABOARD COAST LINE RAILROAD COMPANY		DIVISION ENGR.	WAYCROSS, GA.
TRACKS & PROPERTY BAINBRIDGE, GA.		SCALE	DATE
		1" = 100'	7-18-80
REVISIONS		DWG. NO.	3193-14

DECATUR COUNTY

16 SA  
34



# State Highway System Revision

Authorizing Resolution for Removal or Abandonment



Document Reference Number: 3643A

Project Identification: 0015955

County: Decatur

City: Bainbridge

Project Description: Relocation of State Routes 97 and 309

System Revision Date: 10/27/2023

WHEREAS, the City of Bainbridge (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to permanently remove a section or multiple sections of a State Route from the State Highway System as stated in the Project Description above; and

WHEREAS, the Local Government agrees that it is in the interest of all parties for the Local Government to accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the Mayor is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

**Local Governments:**

By: \_\_\_\_\_  
Mayor, City of Bainbridge

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk, City of Bainbridge

Date: \_\_\_\_\_

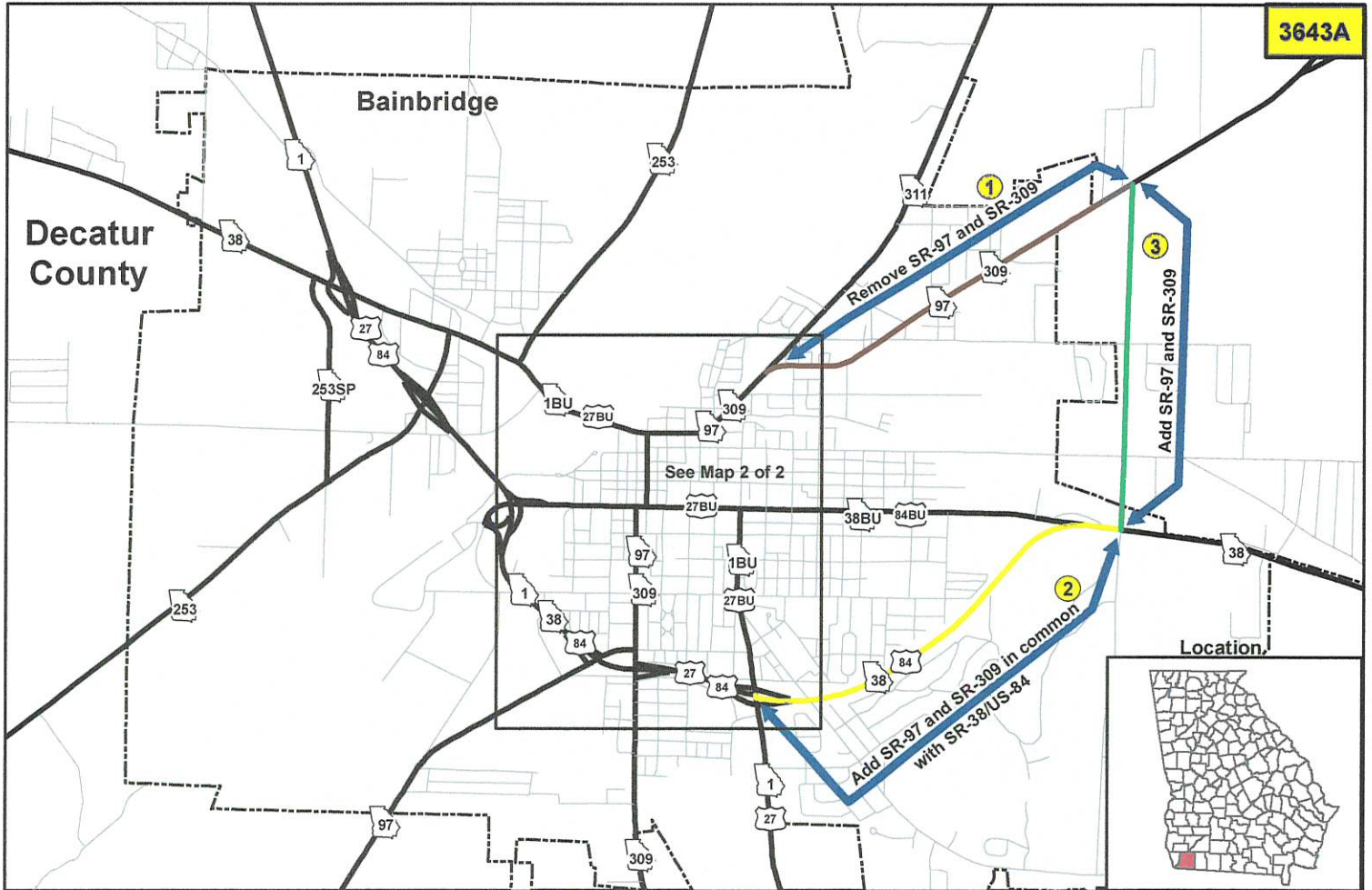
By: *Pat Steptoe*  
Chairman, Decatur County Board of Commissioners

Date: 3-26-2024

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

Date: 3-26-2024





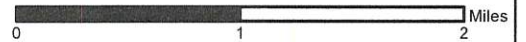
**Legend**

- Addition
- Common Addition
- Removal

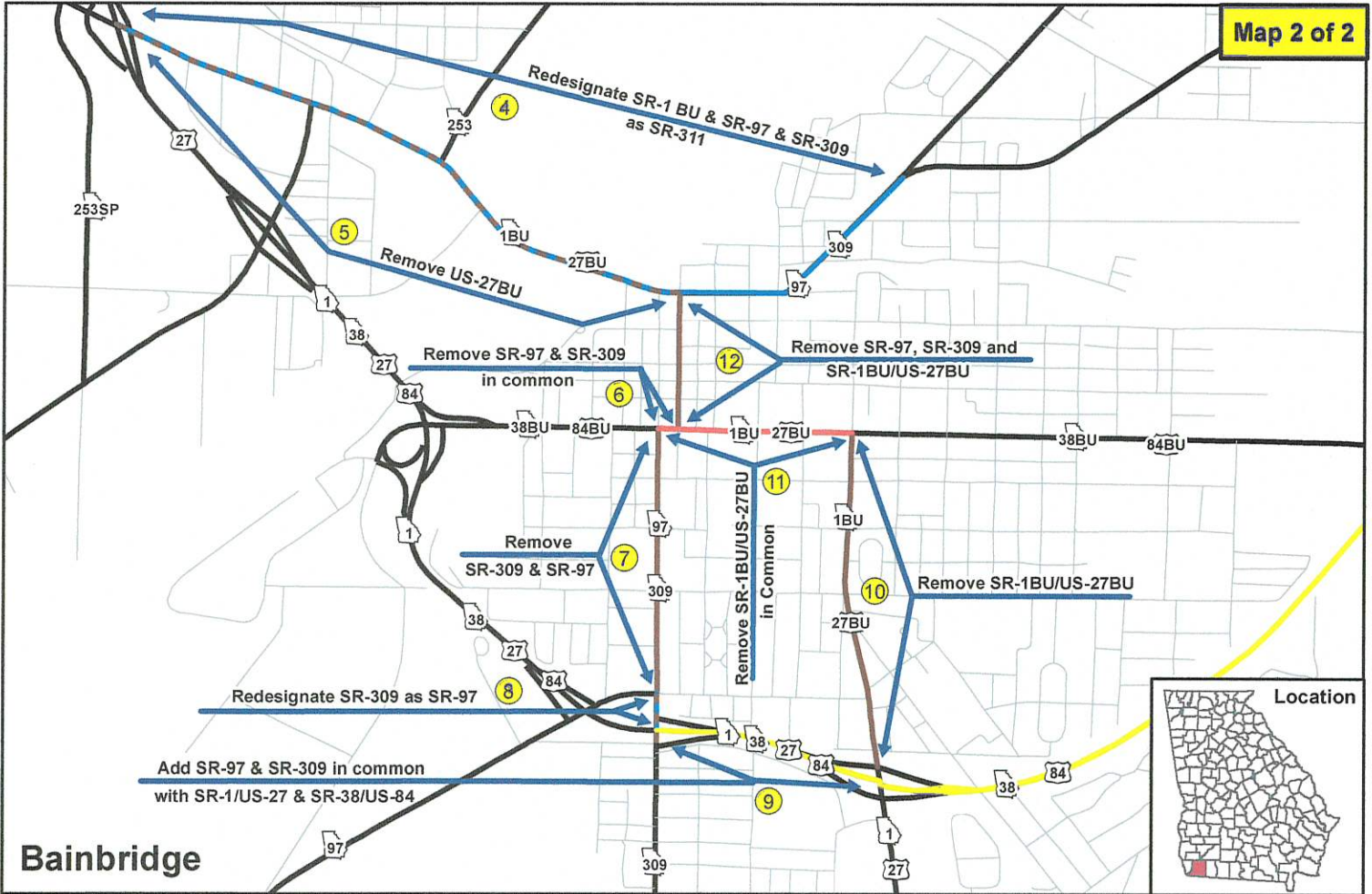


Georgia Department of Transportation  
 Georgia Department of Transportation  
 Office of Transportation Data  
 Proposed Revisions to the State Highway System  
 in

**Decatur County**



Date : October 2023



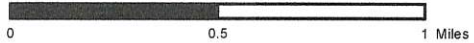
Bainbridge

Revision

- Common Addition
- Common Removal
- Redesignation
- Removal



Georgia Department of Transportation  
 Georgia Department of Transportation  
 Office of Transportation Data  
 Proposed Revisions to the State Highway System



in Decatur County

Date : October 2023



# State Highway System Revision

## Order of the Commissioner

Document Reference Number: 3643A

Project Identification: 0015955

County: Decatur

City: Bainbridge

Project Description: Relocation of State Routes 97 and 309

System Revision Date: 10/27/2023

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the City of Bainbridge and Decatur County (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

## Revisions



### 1. Removing a State Route in Common

The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.



### 2. Re-designation of a State Route

The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.



### 3. State Route Addition

The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

- 4. State Route Obliteration**  
The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.
- 5. Adding a State Route in Common**  
The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.
- 6. Intersection Improvements**
- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
  - b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
  - c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**
- 7. State Route Removal or Abandonment**
- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
  - b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
  - c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**
- 8. Local Roadway(s) Transfer to the State Highway System (SHS)**
- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
  - b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.
- 9. Temporary State Route Removal**
- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
  - b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.



## Description

County: Decatur

City: Bainbridge

Project Description: Relocation of State Routes 97 and 309

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At the junction of State Routes 97 and 309 and Whigham Dairy Road (Decatur County Road 208)
Ending Intersection or Junction:	To its junction with State Route 311 in the city of Bainbridge
Total State Highway System Mileage Change:	Approximately 2.01 miles
Comments:	Revision #1-Remove SR-97 and SR-309

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with the ramps on State Route 1/US 27
Ending Intersection or Junction:	To its junction with Whigham Dairy Rd.
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #2-Add SR-97 and SR-309 common with SR-38/US-84

Revision Type:	Local Roadway Transfer to the State Highway System
Route Type:	County Road
Route Number:	208
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with State Route 38/US 84 and Whigham Dairy Road (Decatur County Road 208)
Ending Intersection or Junction:	To its junction with State Routes 97 and 309 in Decatur County
Total State Highway System Mileage Change:	Approximately 1.71 miles
Comments:	Revision #3-Add as SR-97 and SR-309

Revision Type:	Re-designation of a State Route
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At the junction of State Routes 97 and 309 with State Route 311 in the city of Bainbridge
Ending Intersection or Junction:	To the intersection of State Routes 97 and 309 with State Route 1 Business/US 27 Business in the city of Bainbridge
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #4-Redesignate SR-1 BU, SR-97 and SR-309 as SR-311

Revision Type:	Re-designation of a State Route
Route Type:	State Route
Route Number:	1 Business
U.S. Route:	27 Business
Beginning Intersection or Junction:	At the junction of State Route 1 Business/US 27 Business with State Routes 97 and 309 in the city of Bainbridge
Ending Intersection or Junction:	To the junction of State Route 1 Business/US 27 Business with State Route 253 in the city of Bainbridge
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #5-Remove US-27BU

Revision Type:	Removing a State Route in Common
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At its junction with State Routes 1 Business/US 27 Business, 38 Business/US 84 Business
Ending Intersection or Junction:	To its junction with State Route 38 Business/US 84 Business, State Routes 97 and 309
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #6-Remove SR-97 and SR-309 in common with SR-38BU/US-84BU

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with State Route 38 Business/US 84 Business
Ending Intersection or Junction:	To its junction with State Routes 97(S Faceville Road) and 309
Total State Highway System Mileage Change:	Approximately 0.70 miles
Comments:	Revision #7-Remove SR-97 and SR-309

Revision Type:	Re-designation of a State Route
Route Type:	State Route
Route Number:	309
U.S. Route:	N/A
Beginning Intersection or Junction:	At its junction with State Routes 97 and 309
Ending Intersection or Junction:	To its junction with the ramps on State Routes 1/US 27 and 38/US 84
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #8-Redesignate SR-309 as SR-97

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	97 and 309
U.S. Route:	N/A
Beginning Intersection or Junction:	At its junction with the east-west ramps on State Route 1/US 27 and State Route 38/US 84
Ending Intersection or Junction:	To its intersection with the ramps at State Route 309.
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #9-Add SR-97 and SR-309 common with SR-1/US-27 and SR-38/US-84

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	1 Business
U.S. Route:	27 Business
Beginning Intersection or Junction:	At its junction with State Route 38 Business/US 84 Business
Ending Intersection or Junction:	To its junction with the ramps on State Routes 1/US 27 and 38/US 84
Total State Highway System Mileage Change:	Approximately 0.90 miles
Comments:	Revision #10-Remove SR-1BU/US-27BU

Revision Type:	Removing a State Route in Common
Route Type:	State Route
Route Number:	1 Business
U.S. Route:	27 Business
Beginning Intersection or Junction:	At its junction with State Routes 1 Business/US 27 Business and State Route 38 Business/US 84 Business
Ending Intersection or Junction:	To its junction with State Routes 97/309 and State Route 1 Business/US 27 Business
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #11-Remove SR-1BU/US-27BU in common with SR-38BU/US-84BU

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	1 Business, 97 and 309
U.S. Route:	27 Business
Beginning Intersection or Junction:	At the junction of State Route 1 Business/US 27 Business with State Routes 97 and 309
Ending Intersection or Junction:	To the junction of State Routes 1 Business, 97 and 309/US 27 Business with State Route 38 Business/US 84 Business
Total State Highway System Mileage Change:	Approximately 0.37 miles
Comments:	Revision #12-Remove SR-97, SR-309 and SR-1BU/US-27BU



## Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: *Darryll R. McMillan* Date: 03/08/2024

Treasurer: *Angela D. Whitford* Date: 3-8-24

LOCAL GOVERNMENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, City of Bainbridge

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, City of Bainbridge

LOCAL GOVERNMENT:

By: *Pete Lopez* Date: 3-26-24  
Chairman, Decatur County Board of Commissioners

Attest: *Michelle B. West* Date: 3-26-24  
Clerk, Decatur County

Document Reference Number: 3643A



**A RESOLUTION DECLARING COUNTY-OWNED EASEMENT RIGHTS AS SURPLUS AND AUTHORIZING THE ASSIGNMENT OF THE DECATUR COUNTY, GEORGIA EASEMENT RIGHTS IN NON-COUNTY OWNED PROPERTY AT WHIGHAM DAIRY ROAD, BAINBRIDGE, GEORGIA TO THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR ROAD PURPOSES; AND FOR OTHER PURPOSES.**

**WHEREAS**, on or about August 26, 1980, Decatur County, Georgia (the "County") acquired an Easement Agreement (the "Easement") from Seaboard Coast Line Railroad Company, whose successor by merger is CSX Transportation, Inc. ("CSX"), which Easement is unrecorded; and

**WHEREAS**, the Easement was acquired as part of a construction and maintenance of a highway or street crossing (including the usual appurtenances such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of Grantor (as defined in the Easement) at Whigham Dairy Road, Bainbridge, Georgia, said crossing being 80 feet in width, i.e., 40 feet wide on each side of a line which extends across said right of way in a north-south direction and intersects the center line of Grantor's main track at a point 2,060 feet southeastwardly measured along said center line from Milepost AN-726; said crossing being shown outlined in red on print of Grantor's Drawing No. 3193-14, dated July 18, 1980, attached to and made a part of the Easement; Grantor's right of way being 75 feet wide on each side of said center line.

**WHEREAS**, the Easement was acquired using funds provided by the Georgia Department of Transportation ("GDOT") for that purpose; and

**WHEREAS**, Georgia Department of Transportation ("GDOT") has now taken over the Project and will complete all planned roadway improvements and general construction at no cost to the local government; and

**WHEREAS**, the County has no further need for the Easement because it no longer intends to perform the Project which is now located within the jurisdictional limits of the Decatur County, Georgia; and

**WHEREAS**, County staff has determined that assigning the County's easement rights in the Property to GDOT will best serve the public in allowing GDOT to perform the Project; and

**WHEREAS**, GDOT is willing to accept the assignment of the County's Easement; and

**WHEREAS**, O.C.G.A. §36-9-3(c) permits the County to sell, transfer, or convey property to another body politic such as GDOT without competition; and

**NOW THEREFORE, BE IT RESOLVED**, the Board of Commissioners hereby approve the assignment of the Easement to GDOT.

**BE IT FURTHER RESOLVED**, that the Chairman of Decatur County Board of Commissioners is authorized and directed to execute and deliver any and all documents necessary to assign the Easement to GDOT.

**BE IT FURTHER RESOLVED**, that prior to execution of any documents, the County Attorney shall approve any and all documents as to form and make any necessary changes thereto to protect the County's interests.

**BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its adoption and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

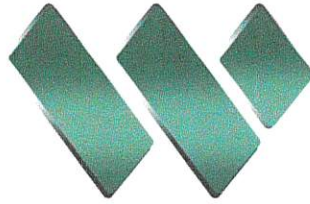
**SO PASSED AND ADOPTED**, this 26<sup>th</sup> day of March, 2024.

DECATUR COUNTY BOARD OF  
COMMISSIONERS

By: Pete Stephens  
Print Name: Pete Stephens  
Title: Chairman



Attest: Michelle B. West  
Print Name: Michelle B. West  
Title: County Clerk



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

February 28, 2024

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

Subject: Decatur County, Georgia  
Proposal for Engineering and Surveying Services for  
Cedar Grove Road

Dear Mr. Thomas:

Watkins & Associates, L.L.C. is pleased to submit this proposal for surveying and engineering related services necessary to design and construct Cedar Grove Road from Attapulgus-Climax Road to the intersection of Antioch Church Road (a.k.a. S.R. 262) for a total distance of +/-2.44 miles of rural county roadway for the Decatur County Board of Commissioners. As requested, we propose to provide the following surveying and engineering services as described in the scope of services below.

Our proposed scope of services for Phase 1: Design Development Phase, includes the following:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits.
- Preparation of all necessary right-of-way deeds and drainage easement drawings (if needed) and supporting documents. An estimated forty four (44) Right of Way and easements to be obtained by the Decatur County Board of Commissioners.
- Prepare Construction Plans required for the construction of the roadway project. The plans shall consist of:
  - Horizontal and Vertical alignment
  - Storm Drain and Side Drain Design and Location
  - Erosion, Sedimentation & Pollution Control Plan



- Summary of Quantities
- Details that meet Georgia Department of Transportation Standards.
- Submit and obtain required permits and approvals from the following:
  - Georgia EPD (Land Disturbance Permit)
  - Georgia EPD NPDES Permit
  - Georgia DOT
  - U.S Corps of Engineers (if required)

Our proposed fee for the above-described Phase 1: Design Development Phase, is based on a **Lump Sum Basis of \$112,870.00** of which would be billed out based on the amount of work completed for each scope of service listed. This not-to-exceed fee shall include all labor, materials and equipment necessary to complete the services proposed listed.

On projects such as this, we do ask that the County provide all the necessary support to assist W&A in the performance of the services outlined above. We respectfully ask that the County to:

- Provide timely overall policy direction for project.
- Provide legal services incidental to or necessary for acquisition of rights-of-way and exercise of eminent domain.
- Inform Consultant of and assist Consultant with any unusual site conditions.
- Obtain easements and/or rights-of-way necessary for design and construction of the project.

Again, I personally appreciate the opportunity to provide consulting engineering services to the Decatur County Board of Commissioners. Please do not hesitate to contact me if you have any questions or need additional information concerning our proposal. I will be glad to meet with you to discuss any questions or comments that you may have as part of this proposal.

Sincerely,

WATKINS & ASSOCIATES, LLC



Stacy Watkins, P.E.

Proposal Acceptance

~~Mr. Alan Thomas~~ Pete Stephens

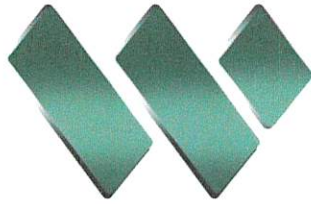


Decatur County, Dated:

3-26-2024

Mr. Alan Thomas  
February 28, 2024





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

February 28, 2024

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

Subject: Decatur County, Georgia  
Proposal for Engineering and Surveying Services for  
Earl Hester Road

Dear Mr. Thomas:

Watkins & Associates, L.L.C. is pleased to submit this proposal for surveying and engineering related services necessary to design and construct Earl Hester Road from S.R. 262 to the intersection of Old Whigham Road for a total distance of +/-1.22 miles of rural county roadway for the Decatur County Board of Commissioners. As requested, we propose to provide the following surveying and engineering services as described in the scope of services below.

Our proposed scope of services for Phase 1: Design Development Phase, includes the following:

- Provide surveying services necessary for preparation of construction plans and associated construction related permits.
- Preparation of all necessary right-of-way deeds and drainage easement drawings (if needed) and supporting documents. An estimated thirty five (35) Right of Way and easements to be obtained by the Decatur County Board of Commissioners.
- Prepare Construction Plans required for the construction of the roadway project. The plans shall consist of:
  - Horizontal and Vertical alignment
  - Storm Drain and Side Drain Design and Location
  - Erosion, Sedimentation & Pollution Control Plan
  - Summary of Quantities

- Details that meet Georgia Department of Transportation Standards.
- Submit and obtain required permits and approvals from the following:
  - Georgia EPD (Land Disturbance Permit)
  - Georgia EPD NPDES Permit
  - Georgia DOT
  - U.S Corps of Engineers (if required)

Our proposed fee for the above-described Phase 1: Design Development Phase, is based on a **Lump Sum Basis of \$58,867.00** of which would be billed out based on the amount of work completed for each scope of service listed. This not-to-exceed fee shall include all labor, materials and equipment necessary to complete the services proposed listed.

On projects such as this, we do ask that the County provide all the necessary support to assist W&A in the performance of the services outlined above. We respectfully ask that the County to:

- Provide timely overall policy direction for project.
- Provide legal services incidental to or necessary for acquisition of rights-of-way and exercise of eminent domain.
- Inform Consultant of and assist Consultant with any unusual site conditions.
- Obtain easements and/or rights-of-way necessary for design and construction of the project.

Again, I personally appreciate the opportunity to provide consulting engineering services to the Decatur County Board of Commissioners. Please do not hesitate to contact me if you have any questions or need additional information concerning our proposal. I will be glad to meet with you to discuss any questions or comments that you may have as part of this proposal.

Sincerely,

Proposal Acceptance

WATKINS & ASSOCIATES, LLC

~~Mr. Alan Thomas~~ **Pete Stephens**



Stacy Watkins, P.E.



3-26-2024

Decatur County, Dated:





# Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

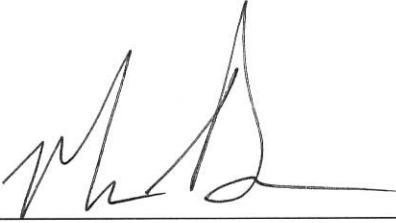
3/15/2024

## E & R / NOD - Mobile Home Tax Digest

### 2024 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
102 31	Bouie Sadie & Frank % Loretta Harris	\$ 11,248.00	\$ 1.00	Mobile home has no value, but still on property. Set value at \$1 until removed.
105 58J	Brogdon Shannon & Katie % Dennis E Dollar	\$ 19,765.00	\$ -	Mobile home burned in 2023, delete.
AT10 157E	Campbell Henry J & Harrison Dianne	\$ 43,123.00	\$ -	Delete 2024 mobile home tax bill. Owner applied for homestead for 2024.
62 56F	Cogland George H	\$ 2,142.00	\$ -	Delete 2024 mobile home tax bill. Owner applied for homestead for 2024.
5 23C	Cumbie Johnathan Allen & Leah Ann	\$ 35,253.00	\$ 35,253.00	Applied for homestead 1 for 2024. Move to property tax digest. Refund \$424.67 to 21st Mortgage Corp.
42 4C	Esquivel Juan Carlos Morales & Macz Ingrid Martha Cu	\$ 14,426.00	\$ -	Mobile home torn down by new owners in 2023.
FA2 6D	Fletcher Hilda Robinson	\$ 54,344.00	\$ -	Delete 2024 mobile home tax bill. Owner applied for homestead for 2024.
62C 53	Kincaid Kimberly C & Kendall Carlton	\$ 16,866.00	\$ -	Delete 2024 mobile home tax bill. Owner applied for homestead for 2024.
B3 1	Lollie Gregory Wayne	\$ -	\$ 20,773.00	NOD. Owner needs a 2024 mobile home bill mailed to him.
35 27C	McAnelly Tara Dianne	\$ 15,373.00	\$ -	Delete 2024 mobile home tax bill. Owner applied for homestead for 2024.
72 9	Marshall Curtis & Tracey	\$ 3,045.00	\$ -	Mobile home torn down in 2023. Delete 2024 bill.

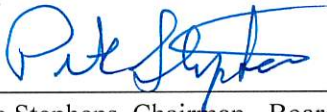
5A 11	Miller Willis Banks	\$ 7,605.00	\$ 1.00	Mobile home burned in 2023.
67A 42	Roberson Brian Joseph	\$ -	\$ 24,879.00	NOD. Owner needs a 2024 mobile home bill mailed. Mobile home purchased in 2023.
42 4B	Sloan Patricia % Miltmore LLC	\$ 24,449.00	\$ -	Mobile home torn down by new owners in 2023.
102 14B	Spooner Ross Jr & Barbara Ann Spooner	\$ 10,461.00	\$ 1.00	Mobile home has no value, but still on property. Set value at \$1 until removed.
		\$ 258,100.00	\$ 80,908.00	



Mark Harrell - Tax Commissioner



Larry Carroll - 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 26, 2024.
2. During such meeting, the Board voted to go into closed session.
3. The executive Session was called to order at 7:20 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 26<sup>th</sup> day of March, 2024.

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

Sworn to and subscribed  
Before me this 26<sup>th</sup> day of

March, 2024.

Notary Public

Michelle B. West

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

