

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, SEPTEMBER 24, 2024

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

ABSENT: VICE CHAIRMAN DENNIS BRINSON, COMMISSIONER RUSTY DAVIS

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Commissioner Brock 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

Commissioner Anderson made a motion to approve the minutes of the Commissioners' meeting held September 10, 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 Proposal for Professional Engineering Services – Landfill. Chairman Stephens recognized County Administrator Thomas who stated in the Commissioners' packet is a copy of the proposal from Innovative Engineering Strategies, LLC, our landfill engineering firm. The proposal states that the current MSW Cell Nos. 1-5 will meet capacity in four years or less.

The engineering firm has proposed a Phase 1, Phase 2A and Phase 2B approach for the development of Cell 6. The Decatur County Landfill staff has been working on Phase 1, which is the subgrade construction of the new MSW Cell No. 6. The Phase 2A engineering budget is for \$50,000 and the anticipated date of completion is 24 months following the signed IES proposal. The Phase 2B engineering budget is \$75,000 and is a 12- month process following issuance of contractor Notice-To-Proceed. County Administrator Thomas stated the proposal includes a Not-To-Exceed budget for engineering of \$125,000 and is recommending approval by the Board. Commissioner Barber made a motion to approve the Engineering Services, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval – GDOT Invoice for Whigham Dairy Road Project. Chairman Stephens recognized County Administrator Thomas who stated in the Commissioners’ packet is a copy of the invoice from GDOT in the amount of \$3,744,540. County Administrator Thomas stated at the January 25, 2022 meeting the Board approved a memorandum of agreement with GDOT to fund the project. In addition, the City of Bainbridge agreed to pay forty percent (40%) of the local cost of the project. Therefore, Decatur County will pay \$2,246,724 and the city of Bainbridge will contribute \$1,497,816 to the project. County Administrator Thomas stated once the payment is received from Decatur County, the project will be awarded. County Administrator Thomas is requesting authority to write the check in the amount of \$3,744,540 with the funds coming from the TSPLOST account. Commissioner Barber made a motion to approve the payment of \$3,744,540. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

County Administrator Thomas stated he has received an intergovernmental agreement with the City of Bainbridge agreeing to pay their portion and is recommending approval by the Board. Commissioner Brock made a motion to approve the IGA, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Appointments. Chairman Stephens recognized County Administrator Thomas who stated a copy of the letter from Bill Harrell was included in the Commissioners’ packet requesting reappointment to the Board of Assessors. County Administrator Thomas stated the new term will begin on October 26, 2024 and end on October 25, 2027. County Administrator Thomas recommended approval by the Board. Commissioner Brock made a motion to approve the re-appointment. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Anderson made a motion to approve the Errors and Releases, a copy of which are attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

COMMISSIONERS/ADMINISTRATOR’S REMARKS

The Commissioners thanked everyone for coming.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Anderson, 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





August 13, 2024

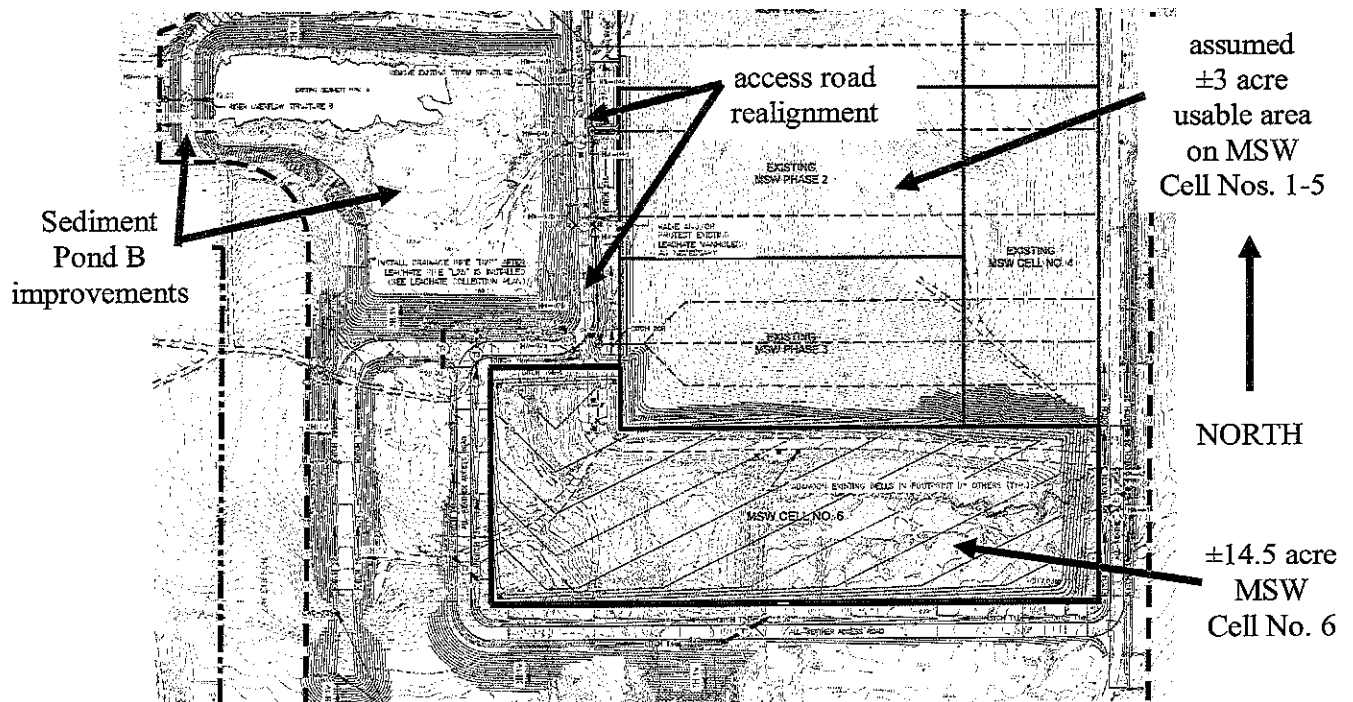
SENT VIA E-MAIL to athomas@decaturcountyga.gov (no hard copy sent)

Mr. Alan Thomas
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, Georgia 39817

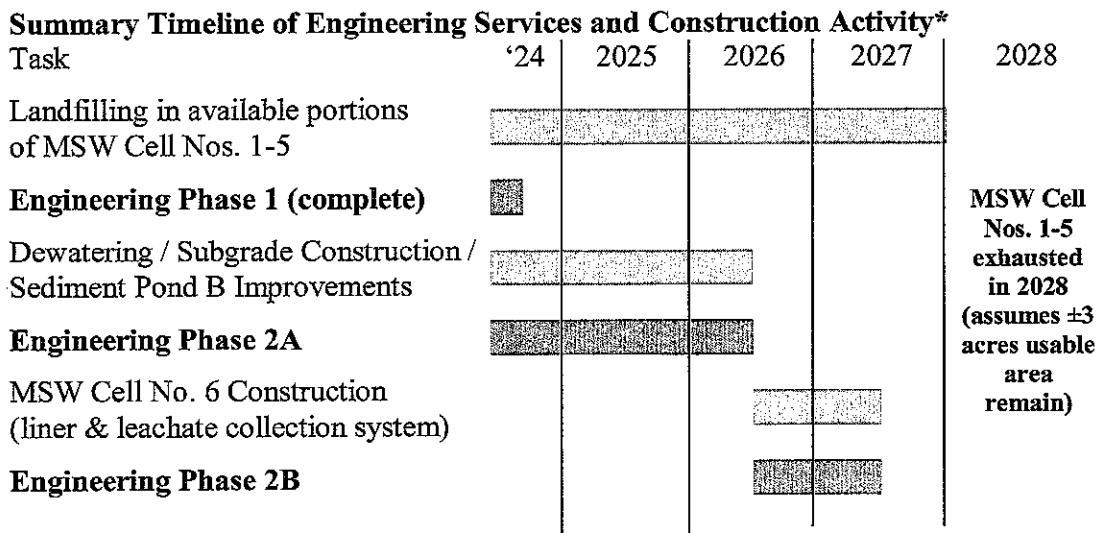
**Subject: Proposal for Professional Engineering Services
MSW Cell No. 6 Construction – Engineering Phase 2
Decatur County Solid Waste Facility
Permit No. 043-011D(MSWL)
IES Project No. 3510-035-01**

Dear Mr. Thomas:

Innovative Engineering Strategies, LLC (IES) is pleased to provide this proposal to the Decatur County Board of Commissioners for the second phase of engineering services related to future construction of the ± 14.5 -acre MSW Cell No. 6 and supporting infrastructure (see image below). As you are aware the County is currently landfilling in portions of MSW Cell Nos. 1-5 and have begun general operations for dewatering and constructing the initial subgrade for the new cell using the facility's EPD-approved Design & Operation (D&O) Plans and a draft set of detailed construction plans for this new sequence of fill.



Our recent conversations with landfill staff indicate the current average daily waste-stream is approximately 400 tons/day. Based upon this loading rate, **we estimate the existing constructed landfill (within MSW Cell Nos. 1-5) will meet capacity in 2028, if not earlier (4 years or less).** This estimate assumes the following: (1) approximately 3-acres of usable capacity at the top of existing MSW Cell Nos. 1-5 remain available (see image above); (2) average compaction is 1,500 lbs/cy; and (3) the landfill is open 284 days per year.



* This timeline is for purposes of illustrating an estimated schedule of engineering services for this project based upon the scope of work and assumptions detailed in this proposal.

The scope of work listed below is for the second engineering phase (Engineering Phase 2). The first engineering phase was for preparing the construction plans which have now been drafted for preliminary review and for internal use by County. The second engineering phase includes the completion of the bid package and assisting the County with contract administration and construction review. This second and final engineering phase ends after EPD approves the waste cell to receive waste and final stabilization is achieved for associated land disturbing activities.

ENGINEERING SCOPE OF WORK

Listed below is the engineering scope of services required to complete this project.

Engineering Phase 2:

- A. Prepare bidding documents and technical specifications and assist the County with the procurement process before the County awards the contracts; and General review of construction activities performed by County (MSW Cell No. 6 subgrade, Sediment Pond B improvements) before award of contracts for liner and leachate collection system materials and installation.**

The preparation of bidding documents includes finalizing the construction plans for review and approval by Georgia EPD in the issuance of coverage under NPDES General Permit No. 100001, the authorization to discharge storm water associated with construction activity for stand alone construction projects. This authorization will also allow the County to construct the new outfall for Sediment Pond B.

The preparation of bidding documents also include finalizing technical specifications and contract documents for use in the County's procurement process. Upon completion of the bidding documents and technical specifications, IES will, as requested:

- a. Provide an Engineer's Opinion of Probable Construction Cost.
- b. Provide the County an advertisement for bid for publishing in the local paper.
- c. Conduct a pre-bid conference.
- d. Extend Invitation to Bid to known, qualified contractors.
- e. Provide bidding documents to contractors.
- f. Issue Addenda.
- g. Attend and conduct the Bid Opening.
- h. Review all bids and prepare a Bid Tabulation.
- i. Make a Recommendation for Award.

As the County is continuing ongoing dewatering activities and performing general earthwork for cell subgrade and Sediment Pond B improvements, and before contracts are executed for materials and installation of the MSW Cell No. 6 liner and leachate collection system, IES will, as requested:

- j. Prepare Notice of Intent (NOI) regarding EPD required stormwater permit;
- k. Assist the County in retaining local firm to conduct periodic inspections of Erosion, Sedimentation & Pollution Control (ES&PC) best management practices (BMP's) installed by the County;
- l. Review reports of periodic soil density tests performed by TTL, Inc. on structural fill for subgrade;
- m. Be available for phone consultation;
- n. Review submittals of materials required for installation of stormwater infrastructure by County (i.e., pipe, headwalls, manholes, riser structure, etc.)
- o. Conduct site visits to observe status of construction by the County*

* - Assumes that IES will make one (1) site visit every ± 90 days during this phase which also includes the EPD-required 7-day inspection by the Design Professional of the initial sediment storage requirements and perimeter control BMP's upon notification by the County.

B. Assist County with contract administration and construction review

Upon Award of bids by the County, IES will, as requested:

- a. Conform bid documents into construction-issue documents.
-

- b. Prepare contracts for execution including payment and performance bond forms.
- c. Conduct a pre-construction conference.
- d. Issue a Notice-to-Proceed.
- e. Assist the County in contracting a Construction Quality Assurance (CQA) Firm, a geotechnical firm to abandon/install wells and a surveying firm for Certification Surveys.
- f. Provide contract administration including:
 - Review and recommend contractor partial pay applications
 - Review of and approval of project material submittals
 - Review of daily reports by CQA firm
 - Periodic construction review visits
 - Review of EPD required as-built surveys
 - Review of CQA certification documents
 - Issue design modifications and/or clarifications as needed
- g. Conduct final inspection and prepare the EPD required construction certification package and submit package to EPD for approval.
- h. Schedule and attend the EPD inspection.
- i. Prepare Notice of Termination (NOT) regarding EPD required stormwater permit.

ESTIMATED ENGINEERING SCHEDULE AND BUDGET SUMMARY:

<u>Engineering Phase</u>	<u>Anticipated Date of Completion</u>	<u>Engineering Budget</u>
Phase 2A	24 months following signed IES proposal (90-180 days to complete bid package)	\$50,000.00
Phase 2B	12 months following issuance of contractor Notice-to-Proceed	\$75,000.00
TOTAL NOT-TO-EXCEED BUDGET FOR ENGINEERING		\$125,000.00

OTHER MAJOR ASSUMPTIONS:

The scope of work, estimated schedule and estimated budget listed above are based upon the following assumptions (in addition to those listed earlier in this proposal):

- Engineering support to IES, LLC by Smith Gardner, Inc. is included in engineering budget;
- This construction project consists of only the ±14.5-acre MSW Cell No. 6 and supporting infrastructure;
- No significant changes are necessary to the existing design, including, but not limited to, the following: general grading, storm water utilities, liner & leachate collection system and Sediment Pond B;
- The period for the County to construct the subgrade for MSW Cell No. 6 and Sediment Pond B improvements takes place within a 24-month duration;
- The contracted construction period and EPD-approval process takes place within a 12-month duration;

- No significant permitting for landfill design and/or operational changes as a result of this cell construction project is necessary;
- A qualified, experienced contractor who specializes in landfill cell development and liner installation performs the construction for this project.

IES will utilize topographic information recently provided by surveys for remaining capacity and/or cell construction certification surveys. This proposal does not include the cost for EPD-required certification surveys, CQA services or professional services to abandon and install environmental monitoring wells. Until IES assists with obtaining actual proposals, IES recommends the following preliminary budgets for professional services not included in this proposal:

<u>Professional Services not included in this Proposal</u>	<u>Preliminary Budget*</u>
ES&PC Plan inspections	N/A
On-call density testing by TTL, Inc. on earthwork for subgrade	N/A
Certification Surveys for ±14.5-acre MSW Cell No. 6	\$50,000
CQA Services for ±14.5-acre MSW Cell No. 6	\$200,000
Environmental Monitoring Well Abandonment & Installation	\$75,000

* for preliminary budgetary purposes only until actual proposals will be obtained

Similarly, until Engineering Phase 2A is complete and actual construction bids are received, IES recommends a preliminary budget for construction of ±14.5-acre MSW Cell No. 6 liner and leachate collection system between \$1,000,000 and \$1,500,000. This preliminary construction budget is only for the materials and installation of the liner and leachate collection system for MSW Cell No. 6, and does not include other costs outside this area (i.e., realignment of the access road, installation of storm water infrastructure, improvements to Sediment Pond B, etc.). Based on recent conversations from the County, it is our understanding that it will be the County's intention to have a contractor install both the clay liner and protective cover layers for MSW Cell No. 6.

CONCLUSION

IES will invoice the County monthly for the work completed plus expenses at our standard hourly rates (see attached schedule) not to exceed \$125,000.00. IES will not exceed this budget unless the scope of work delineated above changes significantly and without written authorization from the County. As previously demonstrated, IES will follow a critical path approach for this project and only utilize resources necessary to accomplish the required tasks and will seek opportunities to minimize costs by combining tasks and site visits from other projects. Enclosed are two (2) copies of our standard proposal acceptance sheet. Please sign both copies, return one (1) copy to our office. This will serve as our notice to proceed.

Should you have any questions, or need any additional information, please contact IES at (478) 365-8609.

Sincerely,

INNOVATIVE ENGINEERING STRATEGIES, LLC.



Michael W. Biers, P.E.
Project Manager



PROPOSAL ACCEPTANCE SHEET

PROJECT NO. 3510-035-01 **DATE** August 13, 2024

PROJECT NAME MSW Cell No. 6 Construction – Engineering Phase 2

DESCRIPTION See IES letter dated August 13, 2024

CLIENT NAME AND ADDRESS (PERSON RESPONSIBLE FOR PAYMENT)

Decatur County Board of Commissioners

P.O. Box 726

Bainbridge, Georgia 39817

Attn: Mr. Alan Thomas

PROPERTY OWNER NAME & ADDRESS (IF DIFFERENT THAN CLIENT)

PAYMENT TERMS

Net cash upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days of the date of the invoice.

INSURANCE

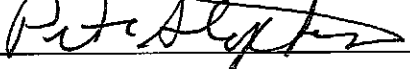
Our company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Certificates can be issued upon request identifying details and limits of coverage mutually agreed between the parties.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms of the Agreement are accepted this

24th day of September, 2024.

Name of Individual, Firm or Corporation Decatur County Board of Commissioners

Signature  Title Chairman

P.O. Number (if applicable) _____

TERMS AND CONDITIONS

1. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered under this agreement will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY ANY REPRESENTATIONS MADE REGARDING THE SERVICES INCLUDED IN THIS AGREEMENT.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Client will limit any and all liability of our company, its agents or employees, to Client on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Fifty Thousand Dollars (\$50,000) or the amount of the total fee paid by Client, whichever is greater. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of One Million Dollars (\$1,000,000) upon written request from Client at the time of the acceptance of this proposal, provided that Client agrees to pay an additional consideration because of the greater risk insured. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client does not succeed in obtaining judgment thereon, or if legal action is brought by our company against Client to enforce any of the obligations hereunder and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

2. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by our company will not relieve any Contractor of its responsibilities for performing the work in accordance with the plans and specifications.

3. SAFETY

Should Client or its contractors be conducting activities on Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practice, the Contractor, or Client, will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the Contractor's procedures conducted by our company does not include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the project Site.

4. REPRESENTATION OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this Agreement.

5. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Site which is inherent in the work, and that Client will not look to us for reimbursement or hold our company liable or responsible for such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and defend our company against any claims by the owner or persons having possession through the owner which are related to such alteration or damage.

It shall be responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) the existence of which are not called to our attention and correctly shown on the plans furnished us. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse our company for expenses in connection with any such claims, or suits, including reasonable attorney fees.

6. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may: (a) If practicable, in our judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include study of revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of Termination of Contract.

7. TERMINATION OF CONTRACT

Client may terminate this Agreement at any time for any reason, provided that fifteen (15) days prior written notice of termination is given to our company. In the event that Client requests termination of the work prior to completion, we reserve the right to complete such analyses and records as are necessary to protect our professional reputation, to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date or stoppage of work may, at our discretion, be made. Our company may terminate this work at any time due to non-payment of invoices according to the Payment Terms, failure of the Client to provide information necessary to the performance of the services hereunder, or any substantial failure by Client to perform in accordance with the terms hereof. The termination of this Agreement by our company does not relieve the Client of any liability for fees due.

8. INDEMNITY

Except to the extent such are caused by negligence or intentional misconduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and defend our company, its agents, subcontractors, and employees, from and against any and all claims, losses, liabilities, penalties and costs (including but not limited to, attorney's fees and expenses) which our company, its agents, subcontractors, or employees, may incur, may become responsible for or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees; (1) alleging exposure to or damage from material, elements or constituents at or from the project which is subject of this Agreement before, during or after the services provided pursuant to this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulted in cost for remedial action, uninhabitability of property, or other property damage except; (2) alleging injury or health risk to anyone arising as a result of unanticipated occurrences of hazardous substances known to the Client but not disclosed to our company; (3) Client's violations or alleged violations of RCRA, CERCLA, the Federal Clean Water Act, or any other federal or state environmental Acts or regulations; (4) arising from modifications made or permitted by the Client to devices, or the operation of such devices, etc, in a manner other than specified by our company; and (5) otherwise arising out of operation and management of the project or work on which our company has rendered design, engineering, consulting, or other services under this Agreement.

9. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

10. PROTECTION OF SUCCESSOR CONSULTANT

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use or reuse of any documents prepared or provided by the Client or any prior consultant of the Client. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor Consultant and that the Client has the right to provide such documents to the successor Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

ENGINEERING STANDARD RATES*

Principal Engineer	\$160/hr
Senior Engineer / Hydrogeologist	\$150/hr
Professional Engineer II / Geologist II	\$140/hr
Professional Engineer I / Geologist I	\$130/hr
Project Engineer II / Geologist II	\$105/hr
Project Engineer I / Geologist I	\$90/hr
Environmental Technician	\$75/hr
Administrative Assistant	\$65/hr
Support Staff	\$55/hr

Expenses	at Cost
Mileage	\$0.73/mile
Subcontracts	Cost + 15%
Per Diem	\$125/night
Copies	\$0.20 (B&W), \$0.60 (color)
Plots	\$1.00-5.50 (based on size)

Rates are subject to change January 1 of each year.

Please Note: Expert testimony, court appearances, depositions, etc. are billed at two times the above hourly rates.

* Effective: January 1, 2024



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 19, 2024

Chairman Pete Stephens
Attention: Alan Thomas, County Administrator
Decatur County Board of Commissioners
P.O. Box 726
Bainbridge, GA 39818

Chairman Stephens:

Subject: PI# 0015955

The Department has received an acceptable bid at the June 2024 letting for the subject project, which is WHIGHAM DAIRY ROAD FROM SR 38 TO SR 97/SR 309. The total low bid, including E&C and utility costs, for the project is \$11,911,852.72. The County's share of these costs is \$3,744,540.00. For any questions that pertain to the project, you may contact Stanley Thelisma.

Please forward payment to the Georgia Department of Transportation in the amount of \$3,744,540.00. Once received, the project shall be awarded. Accepted methods of payment are provided on the enclosed invoice.

Sincerely,

Angela Robinson
Financial Management Administrator

Enclosures: PI# 0015955 Detail Cost Estimate and Invoice

cc: Stanley Thelisma, Project Manager
Robert Johnson, District Program Manager
Kim Nesbitt, State Program Delivery Administrator



INVOICE

Invoice# INV-013864

Balance Due
\$3,744,540.00

Bill To
Decatur County BOC
Chairman Pete Stephens, Attn. Alan Thomas
PO Box 726
Bainbridge, Georgia 39818

Invoice Date : 08.19.2024
Due Date : 08.19.2024
PI# : 0015955

#	Description	Qty	Rate	Amount
1	Decatur County share of PI# 0015955 (June 2024 Letting)	1.00	3,744,540.00	3,744,540.00
Sub Total				3,744,540.00
Total				\$3,744,540.00
Balance Due				\$3,744,540.00

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

Decatur County BOC

Invoice Number	INV-013864
Invoice Date	08.19.2024
Amount Due	\$3,744,540.00

Make all checks payable to:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

Make payments by ACH or Wire to:
Routing# - 121000248
Account# - 297948400000000007

Make online payments:
Customer ID: 467866000006349515
Billing Zip: 39818
www.e-billexpress.com/ebpp/GDOT

INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into as of the 24th day of September, 2024, by and between Decatur County, Georgia (“County”) and the City of Bainbridge, Georgia (“City”).

WITNESSETH THAT:

WHEREAS, the Georgia Department of Transportation (“GDOT”) has agreed with the County and the City to make improvements (the “Project”) to Whigham Dairy Road; and

WHEREAS, the County and the City have agreed previously to pay \$3,744,540.00 (“Local Project Cost”) toward the Project; and

WHEREAS, the County and the City have agreed previously that the County’s part of the Local Project Cost is \$2,246,724.00 and the City’s part of the Local Project Cost is \$1,497,816.00.

NOW, THEREFORE, the parties agree as follows:

1.

The above recitals are made a part of this Agreement.

2.

The County will pay GDOT the full \$3,744,540.00 Local Project Cost.

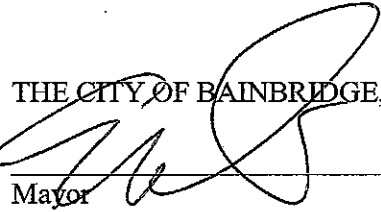
3.

The City immediately will pay the County \$748,908.00, which is one-half the City’s share of the Local Project Cost, and the City will pay the County \$748,908.00, which is the other half of the City’s share of the Local Project Cost, on or before September 30, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals
as of the day and year first above mentioned.


THE CITY OF BAINBRIDGE, GEORGIA

BY:



Mayor

ATTEST:

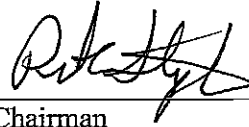


Clerk

(IMPRESS SEAL)

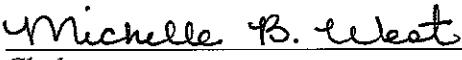
DECATUR COUNTY, GEORGIA

BY:



Chairman

ATTEST:



Clerk

(IMPRESS SEAL)

CITY OF BAINBRIDGE - TRANSPORTATION SPLOST #7

001627

01-1018 ** DECATUR COUNTY BOARD OF COMMISSIONERS ** 001627 09/20/2024

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/20/2024	09202024		WHIGHAM DAIRY ROAD PROJECT	748,908.00

CHECK TOTAL 748,908.00

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE AND A HEAT SENSITIVE PADLOCK ICON. ADDITIONAL SECURITY FEATURES ARE LISTED ON BACK.

CITY OF BAINBRIDGE
TRANSPORTATION SPLOST #7
P.O. BOX 158
BAINBRIDGE, GA 39818

FIRST STATE BANK OF BAINBRIDGE
A DIVISION OF FIRST STATE BANK
OF BLAKELY
64-293/612

001627

DATE AMOUNT

09/20/2024 \$***748,908.00

PAY TO THE ORDER OF: SEVEN HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHT & 00/100 DOLLARS

** DECATUR COUNTY BOARD OF COMMISSIONERS **
P.O BOX 726
BAINBRIDGE, GA 39818

Rain Taylor
DIRECTOR OF FINANCE
AUTHORIZED SIGNATURE



⑈001627⑈ ⑆061202931⑆ 700103259⑈



Mark Harrell

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

9/16/2024

E & R / NOD - Property Tax Digest

2024 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
97 30	Apperson Tony D & Teresa	\$ 251,835.00	\$ 251,835.00	Applied for and met qualifications for Disabled Veteran's homestead for 2024.
100 13 7	Brogdon Sylvia Wacaser	\$ 1,040.00	\$ 7,732.00	New parcel adjustment.
Personal Property	Chason Robert A	\$ 14,961.00	\$ -	Sold boat out of state in 2023 delete tax bill for 2024 tax year.
Personal Property	Circle K Stores Inc	\$ 1,177,993.00	\$ 1,191,475.00	Amended inventory amount after digest was submitted.
Personal Property	Circle K Stores Inc	\$ 511,698.00	\$ 468,206.00	Amended inventory amount after digest was submitted.
Personal Property	Circle K Stores Inc	\$ 631,277.00	\$ 625,995.00	Amended inventory amount after digest was submitted.
69 1A	Georgia Power Company	\$ 123,666.00	\$ -	Returned under public utilities.
B37 152	Johnson Deron Deon & Mary Jane	\$ 83,900.00	\$ 83,900.00	Applied for and met qualifications for Disabled Veteran's homestead for 2024.
97 47C1	King Laquanda Renee	\$ 259,435.00	\$ 259,435.00	Homestead 5 added.
90 38	Miller Willie & Candice	\$ 187,269.00	\$ 187,269.00	Applied for and met qualifications for Disabled Veteran's homestead for 2024.
84B 26C	Priest Art	\$ 209,987.00	\$ 209,987.00	Homestead 5 added.
29 9	Reffitt Sybil Michelle	\$ 68,519.00	\$ 68,519.00	Homestead 5 added.
Personal Property	Ring Power Corporation	\$ 86,160.00	\$ -	Received tax return after digest was submitted. No assets reported on this account for 2024 digest.
Personal Property	Ring Power Corporation	\$ 112,101.00	\$ -	Received tax return after digest was submitted. No assets reported on this account for 2024 digest.
Personal Property	Seminole Sanitation Services Inc	\$ 97,867.00	\$ 24,826.00	Amended return for 2024 digest.

Personal Property	Seminole Sanitation Inc	\$ 94,200.00	\$ -	Amended return account for 2024 digest.
106 13B4	Shelton Fred Jr & Danrell	\$ 626,352.00	\$ 626,352.00	Applied for and met qualifications for Disabled Veteran's homestead for 2024.
B25 75	Three Dog Enterprises LLC	\$ 49,269.00	\$ 34,280.00	Appeal finalized.
		\$ 4,587,529.00	\$ 4,039,811.00	

E & R / NOD -Property Tax Digest

2023 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Anthony's One Stop	\$ 14,000.00	\$ -	Business closed. Delete tax bill for 2023 digest.
Personal Property	Bellree's Place	\$ 10,000.00	\$ -	Business closed. Delete tax bill for 2023 digest.
Personal Property	Georgia Dental Management LLC	\$ 133,793.00	\$ -	Business closed in December of 2022. Delete tax bill for 2023 digest.
Personal Property	Southscapes Quality Lawn Care LLC	\$ 15,651.00	\$ -	Business closed. Delete tax bill for 2023 digest.
B80 12H	Winston Brock Properties LLC	\$ 66,415.00	\$ 66,415.00	CUVA Breach, \$5,043.31.
		\$ 239,859.00	\$ 66,415.00	

E & R / NOD -Property Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Anthony's One Stop	\$ 14,000.00	\$ -	Business closed. Delete tax bill for 2022 digest.
Personal Property	Southscapes Quality Lawn Care LLC	\$ 18,314.00	\$ -	Business closed. Delete tax bill for 2022 digest.
		\$ 32,314.00	\$ -	

E & R / NOD -Property Tax Digest

2021 Digest Year


Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Anthony's One Stop	\$ 14,000.00	\$ -	Business closed. Delete tax bill for 2021 digest. Refund \$182.00.
		\$ 14,000.00	\$ -	

E & R / NOD -Property Tax Digest


2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Anthony's One Stop	\$ 14,000.00	\$ -	Business closed. Delete tax bill for 2020 digest. Refund \$189.50 to Willie Belvin.
		\$ 14,000.00	\$ -	

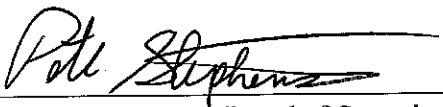
\$ 4,887,702.00 \$ 4,106,226.00



Mark Harrell - Tax Commissioner



Larry Carroll - Board of Assessors



Pete Stephens, Chairman - Board of Commissioners