

AGENDA
REGULAR MEETING
5:00 P.M.
December 21, 2020

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes. Citizens should be prepared at the time of their appearance, wait outside the meeting room until called and observe social distancing measures prior to/after appearing before the commission.*
5. Old Business
 - a. Consideration of an amendment to the FY2021 Family Connections Budget
 - b. Consideration of a proposal submitted by BAK Builders, LLC for renovations to the Candler County Courthouse
6. New Business
 - a. Consideration of proposals submitted in response to RFP 2021-2 for Multi-Purpose Field Lighting to be funded by 2018 SPLOST and a \$100,000 LWCF reimbursement grant
 - b. Consideration of a proposal from ACCG-GSIWCF for worker's compensation insurance for 2021 in the amount of \$89,391
 - c. Consideration of a request to purchase 25 1 CAL Exchange licenses for \$1,994.75 utilizing 2018 SPLOST funds
 - d. Consideration of a proposal to submit a request to GDOT for a 2021 Supplemental LMIG project to construct a connector road between GA Hwy 121 and GA Hwy 129
 - e. Consideration of an agreement between Candler County EMS and Rescue Training, Inc. for Candler EMS to provide on-site training
 - f. Consideration of proposals submitted for cleaning services for four (4) county buildings
 - g. Consideration of a request from the County Administrator for \$5,000 in additional budget appropriations to the public buildings fund to provide for COVID-19 protocols safety equipment in anticipation of beginning jury trials in 2021
 - h. Consideration of approval of a lease-purchase agreement with Caterpillar Financial and authorization to execute all documents necessary to the transaction
 - i. St. Matthews Church Road – Drake Land Company Land Condemnation
7. Report from Chairman
8. Report from County Administrator
9. Report from Attorney
10. Reports from Commissioners

11. Consideration of adoption of a resolution recognizing Wayne Culbertson, District 1 County Commissioner, for his service to the residents of Candler County, Georgia
12. Executive Session
13. Board Appointments / Nominations / Personnel
 - a. Candler County Zoning Panel (proposed)
 - b. Consideration of applications submitted for the Candler County Public Defender position
14. Adjournment

Board of Commissioners of Candler County
Regular Meeting
December 21, 2020
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, December 21, 2020, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman Glyn Thrift; Candler County Vice-Chairman Brad Jones; Candler County Commissioners Wayne Culbertson, David Robinson, and Blake Hendrix; Candler County Administrator, Bryan Aasheim; Candler County Attorney, Kendall Gross was represented by Cindy Delgado; Candler County Clerk, Kellie Lank. Other guests attending the meeting included Debra Hicks, Joan Deal and Elon Flack. Jerri Goodman attended on behalf of the Metter Advertiser. This meeting was offered via teleconference to the public.

Call to Order

Chairman Thrift called the meeting to order at 5:00 p.m.

Invocation and Pledge of Allegiance

Commissioner Robinson delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

Amendment to the Agenda

Chairman Thrift made a motion to approve the agenda with the additions of the following items. Commissioner Robinson provided a second. The motion carried 3-0.

6. f.) **Consideration of proposals submitted for cleaning services for four (4) county buildings**
- g.) **Consideration of a request from the County Administrator for \$5,000 in additional budget appropriations to the public buildings fund to provide for COVID-19 protocols safety equipment in anticipation of beginning jury trials in 2021**
- h.) **Consideration of approval of a lease-purchase agreement with Caterpillar Financial and authorization to execute all documents necessary to the transaction**
- i.) **St. Matthews Church Road – Drake Land Company Land Condemnation**

Citizens Wishing to Address the Board

There were no citizens present at the meeting who wished to speak before the Commission.

Old Business

Consideration of an amendment to the FY2021 Family Connection budget

Mr. Aasheim reported an approval letter from the State of Georgia Department of Human Services had been received confirming the grant funding increase to the Family Connections for FY2021 from \$43,000 to \$48,000. Mr. Aasheim requested the Commissioners approve an amendment to the General Fund budget to reflect the \$5,000 increase in the Family Connections FY2021 Budget.

Commissioner Culbertson made a motion to approve the increase in the Family Connections budget from \$43,000 to \$48,000 for FY2021. Commissioner Robinson provided a second. The motion carried, 3-0. (Exhibit A)

Consideration of a proposal submitted by BAK Builders, LLC for renovations to the Candler County Courthouse

Mr. Aasheim presented a proposal from BAK Builders, LLC for renovations to the courthouse. This will complete phase two of the office relocations that began with moving the Tax Assessor and Tax Commissioner from the courthouse to the 25 Daniels Street building. These renovations will provide more space to accommodate the Probate Court and the Clerk of Court.

Chairman Thrift made a motion to approve the proposal package from BAK Builders, LLC for the courthouse renovations with Alternate 3 – Delete Updating All Existing Courthouse Door Hardware (deduct \$24,187) and include a contingency budget of \$15,899 for a total approved project cost of \$200,000. Commissioner Robinson provided a second. The motion carried, 3-0. (Exhibit B)

**** Let the record reflect that Vice-Chairman Jones entered the meeting at 5:09pm. ****

New Business

Consideration of proposals submitted in response to RFP 2021-2 for Multi-Purpose Field Lighting to be funded by 2018 SPLOST and a \$100,000 LWCF reimbursement grant

Mr. Aasheim presented a tabulation report from the Recreation Department Multi-Purpose Field Lighting RFP. Funding sources for this project included \$100,000 of 2018 SPLOST and the \$100,000 LWCF Grant. Due to the bids coming in 33% higher than the available funding at this time, Mr. Aasheim recommended the Board consider rejecting all bids and deferring this project until later. The grant period ends on December 31, 2022 and the project is eligible for funding prior to that time.

Commissioner Robinson made a motion to reject and defer all proposals submitted in response to RFP 2021-2 for Multi-Purpose Field Lighting to be funded by 2018 SPLOST and a \$100,000 LWCF reimbursement grant. Commissioner Culbertson provided a second. The motion carried, 4-0. (Exhibit C)

Consideration of a proposal from ACCG-GSIWCF for worker’s compensation insurance for 2021 in the amount of \$89,391

Mr. Aasheim presented the 2021 Worker’s Compensation proposal of \$89,391 from ACCG-GSIWCF for the period beginning January 1, 2021 and ending December 31, 2021.

Chairman Thrift made a motion to accept the proposal from ACCG-GSIWCF for worker’s compensation insurance for 2021 in the amount of \$89,391. Commissioner Robinson provided a second. The motion carried, 4-0.

Consideration of a request to purchase 25 1 CAL Exchange licenses for \$1,994.75 utilizing 2018 SPLOST funds

Mr. Aasheim informed the Board of a need to purchase 25 Microsoft Exchange CAL License. After consulting with County Attorney, Kendall Gross, Mr. Aasheim revised the funding source of this request from 2018 SPLOST to utilize general operating funds for this purchase, resulting in an amendment to increase the IT budget by \$1,994.75.

Chairman Thrift made a motion to amend the FY2021 IT budget by \$1,994.75 for an allowance to purchase 25 1 CAL Exchange licenses. Commissioner Culbertson provided a second. The motion carried, 4-0.

****Let the record reflect that Commissioner Hendrix entered the meeting at 5:14pm. ****

Consideration of a proposal to submit a request to GDOT for a 2021 Supplemental LMIG project to construct a connector road between GA Hwy 121 and GA Hwy 129

Mr. Aasheim requested the Board to consider a proposal to submit GDOT for a 2021 supplemental LMIG project to construct a connector road between GA Hwy 121 and GA Hwy 129. Property owners, Ralph and Wes Clifton, have engaged Thomas and Hutton to prepare a design and cost estimate. The landowners have also submitted a commitment letter to donate the required right-of-way land. Mr. Aasheim stated an authorization letter would need to be filed from the Army Corp of Engineers with a jurisdictional determination that the low lying area on the land is not wetlands under the jurisdiction of the Corps.

Chairman Thrift made a motion to authorize Mr. Aasheim to prepare and send the letter. Vice-Chairman Jones provided a second. The motion carried, 5-0. (Exhibit D)

Consideration of an agreement between Candler County EMS and Rescue Training, Inc. for Candler EMS to provide on-site training

Mr. Aasheim presented an agreement between Candler County EMS and Rescue Training, Inc. for Candler County EMS to provide on-site training. He went on to say Rescue Training, Inc. is sponsored by Chatham County Paramedic Consortium who is requesting to enter into this agreement to allow students to complete clinical learning in Candler County.

Commissioner Culbertson made a motion to enter into this agreement between Candler County EMS and Rescue Training, Inc. for Candler EMS to provide on-site training. Vice-Chairman Jones provided a second. The motion carried, 5-0. (Exhibit E)

Consideration of proposals submitted for cleaning services for four (4) county buildings

Mr. Aasheim presented two proposals for the Candler County Building Cleaning Proposal RFP. Bids were received from Clean by Lucy and Kustom Kleaning.

15-Dec-20

Candler County Building Cleaning Proposals

Building	Clean By Lucy	Kustom Kleaning
County Courthouse	\$ 1,800	\$ 1,603
Commissioner's Office Building	\$ 1,500	\$ 805
Sheriff's Office	\$ 875	\$ 1,092
25 Daniel St	\$ 1,125	\$ 975
Cost Per Month	\$ 5,300	\$ 4,475
Cost Per Year	\$ 63,600	\$ 53,700

Commissioner Robinson made a motion to accept the low bid from Kustom Kleaning with a total cost per year of \$53,700. Commissioner Hendrix provided a second. The motion carried, 5-0.

Consideration of a request from the County Administrator for \$5,000 in additional budget appropriations to the public buildings fund to provide for COVID-19 protocols safety equipment in anticipation of beginning jury trials in 2021

Mr. Aasheim requested the Board consider a request for \$5,000 in additional budget appropriations to the public buildings fund to provide for COVID-19 protocols safety equipment in anticipation of beginning jury trials in 2021. He informed the Board that Judge Reeves has notified the Commissioner's office that he is required to convene a local committee to facilitate a return to jury trials beginning in February 2021. In order to safely carry on jury trials, the purchase of additional shields and sanitizer stations will be needed for the courthouse.

Vice-Chairman Jones made a motion to add \$5,000 in additional budget appropriations to the public buildings fund to provide for COVID-19 protocols safety equipment in anticipation of beginning jury trials in 2021. Commissioner Robinson provided a second. The motion carried, 5-0.

Consideration of approval of a lease-purchase agreement with Caterpillar Financial and authorization to execute all documents necessary to the transaction

Mr. Aasheim presented a lease-purchase agreement with Caterpillar Financial and requested the Board provide him authorization to execute all documents necessary to the transaction. The execution of the documents will complete actions taken during the September 14, 2020 regular meeting to accept a proposal from CAT for the provision of 4 motor graders using a lease-purchase agreement.

Vice-Chairman Jones made a motion to approve the lease-purchase agreement with Caterpillar-Financial and authorize Mr. Aasheim to execute all documents necessary to the transaction. Commissioner Hendrix provided a second. The motion carried, 5-0. (Exhibit F)

Consideration of action to be taken in conjunction with the Right-of-way acquisition for the St. Matthews Church Road TSPLOST Project - Drake Land Group Condemnation

Ms. Delgado informed the Commissioners that negotiations and possible condemnation would be on the forefront while attempting to close land acquisition negotiations with Drake Land Group. She asked that the Commissioners consider a motion to move forward with condemning this property.

Vice-Chairman Jones made a motion to institute condemnation acts against the parcels owned by Drake Land Group necessary to move forward with the St. Matthews Church Road TSPLOST project. Commissioner Culbertson provided a second. The motion carried, 5-0.

Report from Chairman

Chairman Thrift made statements of the lack of attending Commission meetings by the City of Metter's City council after many invitations. He went on to explain the number of meetings and attempts by the Board of Commissioners to stay informed by attending City Council meetings.

Report from County Administrator

Mr. Aasheim reported on the following:

- Spoke of the Forestry Track evaluation estimate
- Reported 57 hours of overtime for the Tax Commissioners Office staff in for the most recent payroll cycle.
- Reported the money reported stolen by the Tax Commissioners Office had been found in their office safe.
- Informed that the 2021 LMIG check had been received.

Report from County Attorney

Ms. Delgado had nothing to report on Mr. Gross' behalf.

Report from Commissioners

Commissioner Culbertson representing Commission District 1, had nothing to report for this meeting.

Vice-Chairman Jones representing Commission District 2, had nothing to report for this meeting.

Commissioner Robinson representing Commission District 3, had nothing to report for this meeting.

Commissioner Hendrix representing Commissioner District 4, had nothing to report for this meeting.

Consideration of adoption of a resolution recognizing Wayne Culbertson, District 1 County Commissioner, for his service to the residents of Candler County, Georgia

Chairman Thrift commended Commissioner Culbertson for many years of dedicated service he has provided to Candler County. Mr. Aasheim read the resolution acknowledging Commissioner Culbertson's service. Mr. Elon Flack, Mrs. Debra Hicks and Mrs. Joan Deal, all longtime friends of Commissioner Culbertson, spoke on his behalf. Vice-Chairman Jones also made comment of Commissioner Culbertson's upstanding character. (Exhibit G)

Executive Session

There was no executive session needed at this meeting.

Adjournment

Commissioner Hendrix made a motion to adjourn the meeting at 5:56 p.m. Commissioner Robinson provided the second to the motion. The motion carried, 5-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

Exhibit A

Brian P. Kemp
Governor

Robyn A. Crittenden
Commissioner



Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

December 7, 2020

Glenn Thrift
Candler County Board of Commissioners
1075 E Hiawatha St.
Metter, GA 30439-0046

RE: Amendment # 1 to State Fiscal Year (SFY) 2021 DHS Family Connection Contract
93-2021000021
\$5000 Budget Restoration to SFY 2021 Contract Amount

Dear Glenn Thrift:

O.C.G.A. § 45-12-85(b) provides authority for the Office of Planning and Budget to review and alter the Department's annual budget allotments. It reads:

(b) The Governor through the Office of Planning and Budget shall seek to effect economy, efficiency, decentralization of state government, and sound fiscal management in reviewing budget allotment requests and may make such changes to the budget allotment requests to meet these goals and objectives and which are consistent with and subject to the method and provisions contained in the General Appropriations Act. Upon determination that the requested budget allotment conforms with the approved work program and meets the above-mentioned goals and objectives, the Governor shall execute his or her warrant on the treasury for the funds included in the approved budget allotment. Notwithstanding any authorization for expenditure included in an appropriations Act, all appropriations in excess of the approved budget allotments for the budget year, as determined by the Office of Planning and Budget, shall cease to be an obligation of the state. The Office of Planning and Budget shall notify the House Budget and Research Office and the Senate Budget and Evaluation Office of any such actions with appropriate supporting information.

Pursuant to this statute, the Governor's Office of Planning and Budget previously directed that each Department submit a SFY 2021 Budget which included a 11% state general funds reduction. In the final SFY 2021 budget, the Governor's Office of Planning and Budget's budget restored the 11% in state general funds for your program.

Amendment #1

Dec. 7, 2020 | 2

Paragraph #107-B of your organization's contract contemplates a situation such as this occurring and provides that the Department can make financial and other adjustments to the contract.

Accordingly, you are hereby notified that the contract, at Section III, PARA #301 Department Payment to Contractor, is hereby amended as follows:

AS READS

SECTION III

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301D) 03/10/16

The total approved budget for this Contract is \$43,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$43,000.00.

IS AMENDED TO READ

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301D) 03/10/16

The total approved budget for this Contract is \$48,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$48,000.00.

This notice serves as the Amendment #1 to the referenced SFY 2021 contract. No additional action is required by the contractor or the Family Connection collaborative.

If you need additional information, please contact Linda Lunsford, the Family Connection Contract Manager, at (404) 527-7394.

Sincerely,



Robyn A. Crittenden, Commissioner

cc:

Linda Lunsford

REVISION OF FAMILY CONNECTION STATE FUNDS BUDGET

Date: 11-18-2020

Budget Revision Request Status: Under Review

To: Contract Manager
Family Connection Partnership
235 Peachtree Street NW, Suite 1600
Atlanta, GA 30303-1422

From: Candler County Family Connection Inc.

Subject: Budget Revision No.: FY21 - DHS - 2691-BRR-1
Contract No.: 93-2021000021
Fiscal Agent Name: Candler County Board of Commissioners
County Name: Candler

The Candler County Collaborative requests the following budget revisions:

Personal Services: From \$43,000.00 to \$12,463.00 for a total change of \$-30,537.00.
staff moved to contract labor

Regular Operating: From \$0.00 to \$0.00 for a total change of \$0.00.

Travel: From \$0.00 to \$0.00 for a total change of \$0.00.


Equipment: From \$0.00 to \$0.00 for a total change of \$0.00.

Per Diem, Fees & Contracts: From \$0.00 to \$35,537.00 for a total change of \$35,537.00.

Telecommunications: From \$0.00 to \$0.00 for a total change of \$0.00.

Other: From \$0.00 to \$0.00 for a total change of \$0.00.

The Candler County Collaborative governing body met on 10-28-2020 and approved these budget revisions, and they are duly recorded in the minutes of that meeting. If you have any questions please contact Dennis Allen at 912-685-4000.



Fiscal Agent Signature



Collaborative Chairperson Signature



Print Name



Print Name

Date: 12/22/2020

Date: _____

Family Connection Budget Revision Request FY21

County:	Candler
Fiscal Agent:	Candler County Board of Commissioners

Contract #:	93-2021000021
Revision #:	FY21 - DHS - 2691-BRR-1

Print, sign, and mail to:
 Contract Manager, Family Connection, 235 Peachtree St., Ste 1600, Atlanta, GA 30303-1422

Expense Type	Family Connection Approved Budget	Revised Amount	Change
Personal Services	\$43,000.00	\$12,463.00	\$-30,537.00
Regular Operating	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Per Diem, Fees & Contracts	\$0.00	\$35,537.00	\$35,537.00
Telecommunications	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$43,000.00	\$48,000.00	\$5,000.00

We, the undersigned, certify that the revisions listed above are correct and appropriate for the continuing operations of the Collaborative.



 Fiscal Agent Signature



 Collaborative Chairperson Signature



 Print Name



 Print Name

Date: _____

Date: _____

For Office Use Only
 Date Printed: 11-30-2020
 Date Received at GaFCP _____ Initials _____

Exhibit B



EXHIBIT "C"
CANDLER COUNTY COURTHOUSE RENOVATIONS
STATEMENT OF PROPOSAL
OCTOBER 30, 2020

The following is a summary statement of the proposal:

Proposal Summary

Project: Candler County Courthouse
 Renovation

Project No.: 20021

BAK Job No. 20021

Date: October 30, 2020



Estimated Cost of Work	\$185,971.43
Owner Contingency	\$0.00
CM/GC Pre-Construction Fee: 3%	\$5,579.14
CM/GC Construction Fees: 9%	\$16,737.43
TOTAL	\$208,288.00

PO Box 2115 (30459) • 450 Mathews Rd. (30458) • Statesboro, GA
 phone (912) 489-2348 • fax (912) 489-5562 • info@bakbuilders.com

Exhibit B



EXHIBIT "D"
CANDLER COUNTY COURTHOUSE RENOVATIONS
CATEGORIZED DETAILS OF THE PROPOSAL COSTS
OCTOBER 30, 2020

The following is a detailed breakdown of the Proposal categorized by trade categories, allowances, contingency, and the Construction Manager's Fee:

1	GENERAL CONDITIONS		\$30,125.00
02	SITE WORK		\$6,874.25
	Interior Demo	\$6,874.25	
03	CONCRETE		\$-
04	MASONRY		\$-
05	METALS		\$475.00
	Fasteners	\$475.00	
06	Wood & Plastics		\$8,850.00
	Rough Carpentry	\$2,981.00	
	Interior Trim	\$5,869.00	
07	THERMAL & MOISTURE		\$1,356.00
	Insulation	\$1,056.00	
	Caulking	\$300.00	
08	DOORS & WINDOWS		\$29,505.00
	Wood Doors	\$4,435.00	
	Finish Hardware	\$21,445.00	
	Storefront	\$3,625.00	
09	FINISHES		\$30,412.00
	Plaster	\$500.00	
	Drywall	\$3,300.00	
	Floor Covering	\$13,100.00	
	Acoustical Ceiling Tile	\$1,212.00	
	Painting	\$12,300.00	
10	SPECIALITIES		\$1,550.70
	Toilet Accessories	\$1,340.00	
	Signs	\$210.70	
11	EQUIPMENT		\$31,499.06
	Veneer Pews	\$31,499.06	
12	FURNISHINGS		\$1,875.00

Exhibit B



	Cabinets	\$1,875.00	
13	SPECIAL CONSTRUCTION		\$-
14	CONVEYING SYSTEMS		\$-
15	MECHANICAL		\$6,900.00
	Plumbing	\$4,800.00	
	HVAC	\$2,100.00	
16	ELECTRICAL		\$18,287.05
	Electrical	\$8,375.00	
	Low Voltage	\$9,912.05	
	Sub TOTAL		\$167,709.06

	Balance Brought Forward		\$167,709.06
	Payroll Tax & Ins.: 32%		\$12,476.00
	Material Tax: 8%		\$2,541.02
	Builders Risk Insurance		\$497.00
	Sub Total		\$183,223.08
	General Liability: 1.5%		\$2,748.35
	Cost of Work		\$185,971.43
	CM Fees: 12%		\$22,316.57
	TOTAL		\$208,288.00

PO Box 2115 (30459) • 450 Mathews Rd. (30458) • Statesboro, GA
 phone (912) 489-2348 • fax (912) 489-5562 • info@bakbuilders.com

Exhibit B



EXHIBIT "E"
CANDLER COUNTY COURTHOUSE RENOVATIONS
ALTERNATES
OCTOBER 30, 2020

Alternate 1 - Replace Veneer Benches with Solid Wood Benches **ADD \$6,977.00**

****We included Ply Core with Veneer (Northern Red Oak) Benches in our proposal. Choose this alternate if you would like to replace them with Solid Wood (Northern Red Oak) Benches. ****

Alternate 2 - Keep Existing Doors & Cancel Dutch Doors **DEDUCT \$3,624.00**

****We included replacing doors (104,105,106,107) with Dutch doors like door 118 in our proposal. Choose this alternate if you would like to keep the existing doors and just change the door hardware. ****

Alternate 3 - Delete Updating All Existing Courthouse Door Hardware **DEDUCT \$26,119.00**

****We included to replace all existing hardware with new commercial grade hardware throughout the courthouse. Existing doors will only be painted as shown in finish schedule. Choose this alternate if you don't want to update the existing hardware. If alternate number 2 is not selected, then alternate number 3 revised deduct amount is \$24,187.00 ****

Alternate 4 - Delete Access Control **DEDUCT \$15,262.00**

****We included access control on all 4 exterior storefront doors and door 114 (secure door) to have key fob/card access. Choose this option if you don't want to do access control and keep the existing with new interchangeable cores. Door 114 lockset will be changed to a battery-controlled fob reader with digital keypad cylindrical lock. ****

Alternate 5 - Delete Updating Courtroom Seating **DEDUCT \$37,963.00**

****If this option is chosen, we will not update the existing courtroom seating and the existing seating will remain as is. Alternate number 5 cannot be selected if alternate number 1 is accepted. ****

Exhibit C

Candler County Recreation Department Multi-Purpose Field Lights
 RFP # 2021-2
 Candler County Board of Commissioners

NO.	Item Description	M. Gay	Trinity	Graham Electric	Cornatzer	Tecline
1	Total Proposed Cost of Work	\$ 315,000	\$ 320,000	\$ 325,640	\$ 294,066	
2	Add - Increase to 50/30 ft. candles	\$ 37,200	\$ 36,180	\$ 36,850	\$ 48,450	\$ 544,000
3	Deduct- County purchase lighting direct					
4	Deduct- Concrete Poles		\$ (15,000)		\$ (6,000)	
5	Deduct - Replace Anchor Base Poles with Galvanized Steel, Concrete Encased					\$ (65,000)
6	Deduct- Deduct warranty to 10 Years					\$ (22,500)
7	Add - Back side mounted lighting for ingress/egress					\$ 20,000
8	Lighting Type	MUSCO	MUSCO	MUSCO	QUALITE	TECHLINE
9	Contractor Affidavit	YES	YES	NO	YES	NO
10	Bid Bond Documents	YES	YES	NO	YES	YES
11	Project References	YES	YES	YES	YES	YES
12	W-9 Provided	YES	YES	YES	YES	YES
13	Business License	YES	NO	NO	NO	NO
14	Lighting Design Provided	NO	YES	NO	YES	YES
15	Warranty	25	25	25	25	25
16	No. of Poles to be utilized	10	10	10	10	18
		Precast Concrete w/ Steel Pole	Precast Concrete w/ Steel Pole	Precast Concrete w/ Steel Pole	Galvanized Steel Pole	Precast Concrete w/ Steel Pole
17	Pole Type					

*Option provided for for County to purchase lighting directly to save tax - No \$\$ deduct quoted

Exhibit D

**BOARD OF COMMISSIONERS
OF CANDLER COUNTY**

Glyn Thrift
Chairman

Bryan Aasheim
County Administrator

Brad Jones
Vice-Chairman

Blake Hendrix
Commissioner

David Robinson
Commissioner

Wayne Culbertson
Commissioner

December 21, 2020

Mr. Jeremy Barwick
District 5, State Aid Coordinator
Georgia Department of Transportation
204 North US Highway 301
Jesup, Georgia 31546

Re: Request for supplemental LMIG funding for Candler County, Georgia, for constructing a connector between GA Hwy 121 and GA Hwy 129

Mr. Barwick:

As you know, Candler County has been discussing the possibility of constructing a connector road utilizing a DOT right-of-way "stub" between Georgia Highway 121 and Georgia Highway 129.

We believe this project will improve the traffic flow and reduce commercial traffic on local, municipal roads which are not designed to handle commercial vehicles. Additionally, this road would create viable commercial space which we believe would have a positive economic impact on the area as well as a commercial roadway providing access between two Georgia State Highways and improve access to Interstate 16.

This project is the first phase of concept to enhance the economic viability of Metter and Candler County. Subsequent phases contemplate creating additional, commercial roadways to connect this road to the north/northeast sector and eventually terminate on GA Highway 46 (concept Phase 2), and evaluating the potential of creating better access to the existing Candler County Industrial Park (concept Phase 3). Local officials are working together to evaluate opportunities along this corridor and near to the proposed connector to expand industrial site availability in order to encourage economic development. Currently, there is 100 acres of privately owned property on the market across GA Hwy 129 from the proposed road. Upon funding of this project, we believe

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439
(912) 685-2835 FAX (912) 685-4823

the Candler County Industrial Authority would consider further expansion of its industrial site, potentially, utilizing this land.

The property to be utilized is titled in a single land owner who has demonstrated a commitment to convey the right-of-way for the project. An engineering study completed in 2020 indicates that there are no wetlands in the area and no mitigation will be necessary for road construction. Based on information we have on file it appears that this concept has been proposed on several occasions, including during the 2006 GDOT widening of GA Hwy 121 at the I16 interchange. We are hopeful that GDOT will continue to support the project and see its continued value to the local and regional transportation system. We strongly feel that, with the support of GDOT, we have the resources to make this project a reality.

We have included letters of support for the project from the Candler County Board of Education, Candler County Industrial Authority, City of Metter, and property owner Mr. Ralph Clifton.

The estimated project cost for the project is \$814,531.31. We are requesting that GDOT provide access to a supplemental LMIG for the full project cost in order to facilitate the completion of the project. Candler County will commit TIA/TSPLOST discretionary funds in an amount not less than 10% of the project cost as is consistent with annual LMIG projects.

We have provided supporting documentation enclosed in this request. If you have any questions or would like to discuss this project further, please do not hesitate to contact me.

Sincerely,

Bryan Aasheim
County Administrator

Exhibit E

Memorandum of Understanding (MOU)

AFFILIATION AGREEMENT

Between
Candler County EMS
 And
Rescue Training, Inc.

I. PARTICIPATING AGENCY

THIS AGREEMENT made and entered into this 9th day of December 2020 between **Rescue Training, Inc.**, sponsored by **Chatham County Paramedic Consortium**, hereinafter referred to as **The School** and **Candler County EMS** hereinafter referred to as **EMS Service**.

II. PURPOSE OF AGREEMENT

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for participants (students) from Chatham County Paramedic Consortium, within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

III. GENERAL PROVISIONS OF AGREEMENT

- A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability, or handicap and adhere to the provisions of Federal and State laws regarding discrimination.
- B. The EMS Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the EMS Clinical Site in accordance with the provisions of this Agreement.
- C. The term of this Agreement shall be from its date of execution through December 31, 2021 and will automatically renew thereafter annually, provided, however, that either party shall have the right to terminate this Agreement upon 30 days written notice. However, currently participating students shall be given the opportunity to complete their affiliation for the remainder of the program/course they are currently participating.

IV. SPECIFIC RESPONSIBILITIES OF CHATHAM COUNTY PARAMEDIC CONSORTIUM.

- A. **The School** shall designate a person or persons to coordinate and act as liaison with the appropriate EMS Service personnel.

- B. **The School** shall provide **EMS Service** with a list of participants in the learning experience at least ten (10) business days before each program is to start.
- C. **The School.** shall insure that participants have the necessary didactic prerequisites to maximize the learning experience at the EMS Service.
- D. **The School.** shall insure that the participants comply with the provisions hereinafter set forth in Section VI of this Agreement.
- E. **The School.** does undertake and agree that it will indemnify and hold harmless the **EMS Service** and its officers, directors, employees, and agents, of any damages of any kind and by whomever and whenever made arising out of the activity of any participant or student supplied by **The School** pursuant to this Agreement.
- F. **The School.** shall procure and maintain, during the term of this Agreement and any renewal, general liability insurance in the amount of no less than \$1,000,000/\$2,000,000 to cover any and all liability for claims arising out of the activities carried out under this Agreement; and in addition, each participant shall maintain professional liability insurance in the amount of no less than \$1,000,000/\$3,000,000; and **Candler County EMS** shall be certificate holder under such general liability policy or policies. **The School** shall submit certificates of insurance to the **EMS Service** evidencing such insurance as requested by the **EMS Service**. **The School** agrees that the **EMS Service** will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein. Participants who do not have patient contact (non-allied health participants) will not be required to be covered by professional liability insurance.
- G. **The School.** will provide training to all faculty and students on infection control practices as required by CFR1910.1030
- H. **The School.** will provide verification to the **EMS Service** that all students have received HBV vaccine, TB test results within 12 months, measles, mumps, rubella, and chicken pox status, either proof of having had the disease or the appropriate vaccination, and a Tdap booster.
- I. **The School.** will provide training to all faculty and students on the HIPPA standards for the security of electronic health information

V. SPECIFIC RESPONSIBILITIES OF THE EMS SERVICE

It shall be the responsibility of the **EMS Service** to:

- A. Provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.
- B. Provide opportunities for a learning experience with appropriate supervision.
- C. Retain ultimate responsibility for patient care even if a student gives that care.
- D. Designate a preceptor (or coordinator) from its staff to act as the liaison with **The School** in this Agreement, as appropriate to the learning objectives.
- E. Verify Preceptor training (letter or course roster) or require preceptors to complete the online (free) Preceptor Training Course through Platinum Planner.

VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT (Student)

It shall be the responsibility of the participant(s) assigned through this Agreement to:

- A. Comply with the policies and procedures of the **EMS Service**.
- B. Provide the necessary and appropriate uniform while on duty in the EMS Clinical Site.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Hold Harmless Agreement" with the **EMS Service** prior to commencing his/her experience within the EMS Clinical Site.
- E. At all times wear the appropriated badge on every clinical and comply in all respects with the student requirements set forth in the requirements Sheets.

VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT

The **EMS Service** shall reserve the right to request **The School** to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the **EMS Service** or is detrimental to patients or others.

VIII. MODIFICATION OF AGREEMENT Modification of this Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

IX. COPIES OF AGREEMENT

Copies of this signed Agreement shall be placed on file and be available at the Corporate office of Chatham County Paramedic Consortium and in the offices of **Rescue Training, Inc.** and **Candler County EMS.**

X. SIGNATURES TO AGREEMENT

A. Candler County EMS

- 1. Signed by: _____
- 2. Title: _____
- 3. Date: _____

B. Rescue Training, Inc., Sponsored by Chatham County Paramedic Consortium.

- 1. Signed by: _____
- 2. Title: _____
- 3. Date: _____

Exhibit F

LAW OFFICE

J. KENDALL GROSS, P.C.

235 South Lewis Street

Post Office Box 695

Metter, Georgia 30439

Telephone (912) 685-4619

Telecopier (912) 685-4523

J. Kendall Gross
kendall@jkendallgross.com

Cindy C. Delgado
cindy@jkendallgross.com

RE: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70016834) (the "Lease") between CANDLER COUNTY BOARD OF COMMISSIONERS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreement").

Based on my examination of these and such other documents, records, papers, and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Georgia (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of the Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may (a) restrain or enjoin the execution, deliver or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of the Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.



10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

Very truly yours,

J. KENDALL GROSS, P.C.

A handwritten signature in black ink, appearing to read "J. Kendall Gross", with a long horizontal flourish extending to the right.

J. Kendall Gross



Document Checklist – Governmental Lease

These documents were prepared especially for:
CANDLER COUNTY BOARD OF COMMISSIONERS
1075 HIAWATHA SUITE A
METTER, GA 30439

Dealer: YANCEY BROS. CO., D500
Contract Number 001-70016834
Transaction Number: 4079904
Comments:

Date: 12/09/2020
Time: 01:34:39 PM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	_____
<input type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input type="checkbox"/> Request for Minutes	_____
<input type="checkbox"/> Opinion of Counsel	_____
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: _____ Print Name: _____
Date: _____

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CANDLER COUNTY BOARD OF COMMISSIONERS
1075 HIAWATHA, SUITE A
METTER, GA 30439

In reliance on your selection of the equipment described on Schedule A (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.30% per annum.
4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this

Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight

collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant

meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE CANDLER COUNTY BOARD OF COMMISSIONERS

Signature _____

Signature  _____

Name (Print) _____

Name (Print) Bryan Aasheim _____

Title _____

Title Administrator _____

Date _____

Date 12/23/2020 _____

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Georgia (the "State") authorize CANDLER COUNTY BOARD OF COMMISSIONERS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
<u>Glynn Thrift</u>	<u>Chairman</u>
<u>Bryan Aasheim</u>	<u>Administrator</u>

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of CANDLER COUNTY BOARD OF COMMISSIONERS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



This Addendum ("Addendum") between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee identified below ("you" or "your") is attached to and forms part of the Governmental Lease-Purchase Agreement for the Contract Number set out above (the "Agreement"). Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

1. PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE:

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

2. RECITALS

- a. The Agreement does not include those municipal contract limitations and termination provisions required by Official Code of Georgia Annotated § 36-60-13.
- b. We and you desire to execute this Addendum to incorporate into the Agreement the limitations on multi-year lease and purchase by municipalities in the State of Georgia.

3. TERMS AND CONDITIONS

- a. The Agreement will terminate absolutely and without further obligation on your part at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which it may be renewed.
- b. The Agreement will automatically renew for each succeeding calendar year provided therein unless you take positive action to terminate the Agreement by providing written notice to us at least thirty (30) days prior to January 1 of such calendar year.
- c. Your total obligation under the Agreement for each calendar year is as follows:

Calendar Year 1*	\$ 0
Calendar Year 2	\$ 108,065.10
Calendar Year 3	\$ 108,065.10
Calendar Year 4	\$ 108,065.10
Calendar Year 5	\$ 108,065.10
Calendar Year 6	\$ 108,065.10

*Calendar year in which the Agreement is executed.

- d. Title to the Units will remain in us until you fully pay your obligations under the Agreement.
- e. The Agreement will terminate immediately and absolutely at such time as your appropriated and otherwise unobligated funds are no longer available to satisfy your obligations under the Agreement.
- f. In the event of any conflict or inconsistency between the Agreement and this Addendum, this Addendum will control.

SIGNATURES

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE: CANDLER COUNTY BOARD OF COMMISSIONERS

Signature _____

Signature *Bryan Aasheim*

Name (Print) _____

Name (Print) Bryan Aasheim

Title _____

Title Administrator

Date _____

Date 12/23/2020

Purchase Agreement
Contract Number 001-70016834



This Purchase Agreement is between **YANCEY BROS. CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 140-15 CATERPILLAR Motor Grader	EB200244		\$0.00	\$246,165.00
(1) 140-15 CATERPILLAR Motor Grader	EB200224		\$0.00	\$246,165.00
(1) 140-15 CATERPILLAR Motor Grader	EB200202		\$0.00	\$262,464.00
(1) 140-15 CATERPILLAR Motor Grader	EB200291		\$0.00	\$246,165.00

Lessee:
CANDLER COUNTY BOARD OF COMMISSIONERS
1075 HIAWATHA, SUITE A
METTER, GA 30439

Subtotal	\$1,000,959.00
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$1,000,959.00
Unit(s) Delivery Point:	
1075 E. HIAWATHA ST	
METTER, GA 30439-3961	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

YANCEY BROS. CO.

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.







1. PARTIES

LESSOR

LESSEE

CATERPILLAR FINANCIAL SERVICES CORPORATION

CANDLER COUNTY BOARD OF COMMISSIONERS

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1	_____	\$496,000.00
2 - 6	_____	\$108,065.10
7	_____	\$4.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CANDLER COUNTY BOARD OF COMMISSIONERS

Signature _____

Signature *[Handwritten Signature]*

Name (Print) _____

Name (Print) Bryan Hasheim

Title _____

Title Administrator

Date _____

Date 12/23/2020



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70016834) (the "Lease") Between CANDLER COUNTY BOARD OF COMMISSIONERS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Georgia (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

CANDLER COUNTY BOARD OF COMMISSIONERS

Name(Print): _____ Date: _____
Signature: _____ Address: _____
Title: _____



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:
\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 140-15	Motor Grader	EB200244		\$246,165.00	\$21,090.00	\$3,778.88
1. 140-15	Motor Grader	EB200224		\$246,165.00	\$21,090.00	\$3,778.88
1. 140-15	Motor Grader	EB200202		\$262,464.00	\$22,488.00	\$4,029.37
1. 140-15	Motor Grader	EB200291		\$246,165.00	\$21,090.00	\$3,778.88
See attached for additional equipment description						

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 72 months will be \$85,758.00, which is \$14293.00 per year based upon the total equipment value of \$1,000,959.00.

- Method 1 I will finance the insurance premium, including finance charges, of \$15,366.02 per scheduled equipment payment. The finance charge is calculated at 2.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$14293.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CANDLER COUNTY BOARD OF COMMISSIONERS
Dealer Name: YANCEY BROS. CO.

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____
 Title: _____ Date: _____



Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



137

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call 1-800-248-4228, or e-mail Cat.Insurance@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70016834 Dealer Name: YANCEY BROS. CO.
Customer's Name: CANDLER COUNTY BOARD OF COMMISSIONERS
Address: 1075 HIAWATHA SUITE A
METTER, GA 30439

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Insurance Agency Insurance Agent's Name
Street Address
City State Zip
Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- [] To my existing policy number(s) ... which now provide the coverage required, or
[] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature
Name(Print)
Title
Date

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70016834



CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name: CANDLER COUNTY BOARD OF COMMISSIONERS

Physical Address: 705 N LEWIS STREET
METTER, GA, 30439-3333

Mailing Address: 1075 HIAWATHA, SUITE A
METTER, GA, 30439

Equipment Location: 1075 E. HIAWATHA ST
METTER, GA, 30439-3961

Business Phone: _____

E-mail Address: _____

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non-Exempt

Asset outside the City limits Yes No _____

* *A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.

DIRECT PAY INFORMATION (Checking Account Information)

- I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.
- I decline Direct Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

Bank Name _____

Routing Number _____

Account Number _____

Re-Enter Account Number _____

Account Name (exactly as it appears on Check) _____




Routing Number Account Number

Current Request for financing All active contracts (Does not apply to future transactions)

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name 

Title Administrator

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

YANCEY BROS. CO.
330 LEE INDUSTRIAL BLVD
AUSTELL, GA 30168-7406

Reference:

CANDLER COUNTY BOARD OF COMMISSIONERS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

This Schedule A forms part of the Governmental Lease between the parties named below for the Contract Number set out above.

1. PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

2. EQUIPMENT DESCRIPTION SCHEDULE

DESCRIPTION OF UNITS <small>Whether the Unit is new or used, the model number, the manufacturer, and the model name</small>	SERIAL/VIN <small>Unique ID number for this Unit</small>	ANNUAL LEASE PAYMENT <small>This is due per period, as stated below in section 3.</small>	FINAL PAYMENT (OPTIONAL) <small>Payment at end of lease for purchase of Unit (see Section 3).</small>	MAX ANNUAL HOURS/MILEAGE <small>Maximum annual usage of Unit (see Return Agreement, if one is used for this transaction).</small>	DELIVERY/RENTAL CONVERSION DATE <small>Enter date machine was delivered to you, or "Rental Conversion" if you were previously renting.</small>
1 New 2020 Caterpillar 140-15 Motor Grader	EB200244	SEE ATTACHMENT	\$1.00	1000	
1 New 2020 Caterpillar 140-15 Motor Grader	EB200224	SEE ATTACHMENT	\$1.00	1000	
1 New 2020 Caterpillar 140-15 Motor Grader	EB200202	SEE ATTACHMENT	\$1.00	1000	
1 New 2021 Caterpillar 140-15 Motor Grader	EB200291	SEE ATTACHMENT	\$1.00	1000	

3. ADDITIONAL COLLATERAL

None

SIGNATURES

LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE: CANDLER COUNTY BOARD OF COMMISSIONERS

Signature _____

Signature 

Name (Print) _____

Name (Print) Bryan Aasheim

Title _____

Title Administrator

Date _____

Date 12/23/2020

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	12/09/2020	001-70016834

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2020 CATERPILLAR 140-15 MOTOR GRADER	EB200202		Upon Receipt	1	\$124,000.00

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ \$124,000.00

Invoice No.	Total Enclosed
001-70016834 - 1	\$

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Remit To: Caterpillar Financial Services Corporation
 5th Floor Document Services
 Doc Specialist: YANCEY BROS. CO.
 2120 West End Ave.
 Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
 Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	12/09/2020	001-70016834

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2020 CATERPILLAR 140-15 MOTOR GRADER	EB200244		Upon Receipt	1	\$124,000.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ 124,000.00

Invoice No.	Total Enclosed
001-70016834 - 1	\$

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

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Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No
I	12/09/2020	001-70016834

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2021 CATERPILLAR 140-15 MOTOR GRADER	EB200291		Upon Receipt	1	\$124,000.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$124,000.00

Invoice No.	Total Enclosed
001-70016834 - 1	\$

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Remit To: Caterpillar Financial Services Corporation
 5th Floor Document Services
 Doc Specialist: YANCEY BROS. CO.
 2120 West End Ave.
 Nashville, TN 37203

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 Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	12/09/2020	001-70016834

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2020 CATERPILLAR 140-15 MOTOR GRADER	EB200224		Upon Receipt	1	\$124,000.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$124,000.00

Invoice No.	Total Enclosed
001-70016834 - 1	\$

CANDLER COUNTY BOARD OF COMMISSIONERS
 1075 HIAWATHA, SUITE A
 METTER, GA 30439

Remit To: Caterpillar Financial Services Corporation
 5th Floor Document Services
 Doc Specialist: YANCEY BROS. CO.
 2120 West End Ave.
 Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
 Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER

To: _____
SUPPLIER _____ DATE _____

SUPPLIER'S ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will qualify for tax-free or tax exempt treatment as indicated below. (Check the Applicable Box)

- 1. Purchases or leases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- 2. Purchases or leases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- 3. Sales of tangible personal property and services made to the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- 4. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private or contract carriers. O.C.G.A. § 48-8-3(33)(A).
- 7. Purchases or leases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.

Purchaser's Name: Candler County Board of Commissioners Sales Tax Number: _____ (IF REQUIRED)
Purchaser's Type of Business: County Government
Purchaser's Address: 1075 E Hiawatha St Metter GA 30439
Printed Name and Signature: Bryan Baasheim Title: Administrator
Telephone Number: 912 685 2835 Email: baasheim@candlerco-ga.gov

Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.

Form **8038-G**

Information Return for Tax-Exempt Governmental Obligations

(Rev. November 2000)

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

See separate Instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name COUNTY OF CANDLER, GA		2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address) 1075 E. HIAWATHA ST., SUITE A		Room/suite	4 Report number 3
5 City, town, or post office, state, and ZIP code METTER, GA 30439		6 Date of issue	
7 Name of issue CATERPILLAR FINANCIAL SERVICES CORPORATION		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative ()	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	<input type="checkbox"/> Education	11	
12	<input type="checkbox"/> Health and hospital	12	
13	<input type="checkbox"/> Transportation	13	
14	<input type="checkbox"/> Public safety	14	
15	<input type="checkbox"/> Environment (including sewage bonds)	15	
16	<input type="checkbox"/> Housing	16	
17	<input type="checkbox"/> Utilities	17	
18	<input checked="" type="checkbox"/> Other. Describe CATERPILLAR GOVERNMENTAL LEASE PURCHASE AGREEMENT	18	1,000,959.00
19	If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>		
20	If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 1,000,959.00	\$ N/A	6 years	2.30 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to currently refund prior issues	27	
28	Proceeds used to advance refund prior issues	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

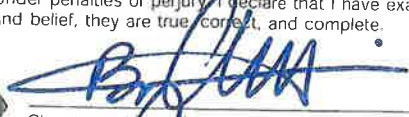
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded		years
33	Enter the last date on which the refunded bonds will be called		
34	Enter the date(s) the refunded bonds were issued		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract	37a	
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units		
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
40	If the issuer has identified a hedge, check box		<input type="checkbox"/>

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here


Signature of issuer's authorized representative

12/21/2020
Date

Bryan Aasheim, Administrator
Type or print name and title





ACCG-Interlocal Risk Management Agency

Certificate of Insurance

Certificate# 1000 - 1

Coverage Agreement/Policy No.: 1000

Named Member: Candler County
 1075 East Hiawatha Street
 Suite A
 Metter GA 30439

ACCG IRMA Administrator:
Marsh USA Inc.
 3560 Lenox Rd, Suite 2400
 Atlanta, GA 30326
 Phone (800) 295-8179/(404) 995-3607
 Fax (404) 760-5725
 accg.admin@marsh.com

Coverage: 12:01 A.M. Standard Time at Member's mailing address from July 1, 2020 To July 1, 2021

Property Coverages (Including Equipment Breakdown)

Real and Personal Property:
 Automobile Physical Damage and Mobile Equipment:

<u>LIMITS:</u>	<u>DEDUCTIBLES:</u>
Per Schedule on File	\$1,000
Per Schedule on File	\$1,000

Casualty Coverages

General Liability – Section II	\$2,000,000	\$1,000
Law Enforcement Liability Section III:	\$2,000,000	\$5,000
Automobile Liability - Section IV:		
Combined Single Limit (or Split Limits as Follows:	\$1,000,000	\$1,000
Bodily Injury Per Person/Bodily Injury Aggregate/ Property Damage)		
Errors and Omission Liability – Section V:	\$2,000,000	\$5,000

Crime Coverages

Money and Securities		\$1,000
Within Premises – Section VI. A:		
Outside Premises – Section VI. B:	\$150,000	
Blanket Employee Dishonesty and Faithful Performance – Section VI C:	\$50,000	
Statutory Bond - Section VI. D:	As Required	
Forgery and Alteration - Section VI. E:	\$150,000	
Computer Theft and Funds Transfer Fraud - Section VI. F:	\$150,000	
Money Orders and Counterfeit Currency – Section VI. G:	\$150,000	

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the coverage referenced herein. Coverage is subject to all terms, conditions, and internal limits as specified in the ACCG-IRMA Coverage Agreement. If multiple coverages are involved, the highest deductible applies.

Remarks:

Caterpillar Financial Services Corporation is an Additional Insured where required by written contract, to the extent allowable by law and Loss Payee as their interest may appear in the following equipment: (2) 140-15 2020 Caterpillar Motor Grader, Serial# EB200244 and Serial# EB200224, valued at \$246,165.00 each; (1) 140-15 2020 Caterpillar Motor Grader, Serial# EB200202, valued at \$262,464.00; and (1) 140-15 2021 Caterpillar Motor Grader, Serial# EB200291, valued at \$246,165.00.

CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH ITS PROVISIONS.

Certificate Holder:

CATERPILLAR FINANCIAL SERVICES CORPORATION

2120 West End Avenue

Nashville, TN 37203

Signature of Authorized representative for ACCG-IRMA

Consideration of responses to an RFP for Motor Graders

Mr. Aasheim presented two proposals for motor graders. One proposal from John Deere and one proposal from Caterpillar that included two financing options. Kevin Simmons from CAT attended this meeting to answer any questions regarding the CAT proposal.

Vice-Chairman Jones made a motion to approve the lease agreement and option 2 from Caterpillar. Commissioner Robinson provided a second. The motion carried, 5-0.

Consideration of appointments to the Workforce Innovation and Opportunity Act (WIOA) board:

- Billy Trapnell
- Tamra Wells

Vice-Chairman Jones made a motion to reappoint Tamra Wells and Billy Trapnell to the Workforce Innovation and Opportunity Act (WIOA) board. Commissioner Hendrix provided a second. The motion carried, 5-0.

Consideration of a request from staff to solicit interest in serving on the Candler County Hospital Authority Board through a position advertisement

Vice-Chairman Jones made a motion to authorize Mr. Aasheim to solicit interest in serving on the Candler County Hospital Authority Board through a position advertisement. Commissioner Robinson provided a second. The motion carried, 5-0.

Consideration of a request from the Candler County Coroner for funding of an indigent cremation

Mr. Aasheim presented an invoice from the Candler County Coroner requesting payment for cremation of an indigent individual. Mr. Gross explained Georgia law in regards to payment of an indigent burial.

Commissioner Hendrix made a motion to pay the invoice as requested. Vice-Chairman Jones provided a second. The motion carried, 5-0.

Report from Chairman

Chairman Thrift had nothing to report at this meeting.

Report from County Administrator

See attached County Administrator's Report

- See attached County Administrator's Report (Exhibit H)
- Mr. Aasheim also reported that Angie Daughtry provided notice that effective October 1, Brandi Mcgonagill will become Interim CEC for Candler County.

Report from County Attorney

Mr. Gross had nothing to report and requested to be excused from the remainder of the meeting.

Exhibit G

A RESOLUTION

Recognizing and commending Wayne Culbertson for his outstanding public service as a member of the Candler County Board of Commissioners; and for other purposes.

WHEREAS, Wayne Culbertson was elected by the citizens of Candler County to serve as a member of the Candler County Board of Commissioners from January 1, 2017, through December 31, 2020, and in that capacity has contributed greatly to the betterment of his community and its government; and

WHEREAS, Wayne Culbertson made many outstanding contributions to Candler County while serving as a member of the Candler County Board of Equalization and as the Candler County Election's Supervisor and as the District 1 Candler County Commissioner; and

WHEREAS, the intellect, integrity, fairness, and leadership Wayne Culbertson demonstrated in his service has earned him respect from the citizens of Candler County and esteem of the other board members; and

WHEREAS, he exemplified the best of democracy with sensitivity to the needs of the citizens of Candler County and commitment to improving the quality of life for the many regardless of the challenges and difficulties faced; and

WHEREAS, the courage he demonstrated in making decisions he believed to be in the best interests of the citizens of Candler County irrespective of political considerations reflects the highest ideals expected of public officials and serves as a model for others to follow.

NOW, THEREFORE, BE IT RESOLVED BY THE CANDLER COUNTY BOARD OF COMMISSIONERS that the members of this body recognize and commend Wayne Culbertson for his exemplary public service as a member of the Candler County Board of Commissioners and convey to him their respect and best wishes for future health and happiness.

This 21st day of December, 2020.



Glyn Thrift, Chairman



Kellie Lank, Clerk

