

AGENDA
REGULAR MEETING
5:00 P.M.
August 7, 2023

1. Call to Order
2. Invocation and *Pledge of Allegiance*, Candler County 4H Junior Board Member – Kelsey Brazell
3. Approval of Agenda
4. Department Reports
 - a. Recreation – Mike Robins
 - b. Metter Fire Department – Jason Douglas
 - c. EMS – Joseph Reynolds
 - d. Roads & Bridges – Jerry Lanier
 - e. Solid Waste – Robert Hendrix
5. Financial Report – July 2023
6. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
7. Application for Commission approval, permit or variance –
8. Approval of Minutes – July 10, 2023 Called Meeting, July 10, 2023 1st Regular Meeting and July 24, 2023 2nd Regular Meeting
9. Old Business
 - a. Consideration of bids submitted for performance of work related to the 2023 LMIG and supplemental projects
 - b. Consideration of a resolution to adopt a proposed budget amendment #3 to the FY23 Candler County operating budget
10. New Business
 - a. Consideration of a proposal for installation of additional lighting fixtures for the Candler County Recreation Department fields 1-3 to complete the Recreation Lighting Project
 - b. Consideration of a request from the County Administrator to change the funding mechanism for an appropriation for a Sheriff's Vehicle approved on July 24, 2023 from SPLOST to ARPA
 - c. Consideration of tax digest information provided by the Candler County Tax Assessor's Office and consideration of a proposed millage rate for 2023
 - d. Consideration of a proposed quit claim deed from the Candler County Board of Commissioners to the Candler County Public Building Authority to transfer 5.72 acres for the Candler County Jail Project
 - e. Consideration of a request from the County Administrator for authorization to open two transactional bank accounts at Queensborough National Bank & Trust under Fund 360 – Candler County Jail Fund, for the purpose of a construction account and a sinking fund account

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- f. Consideration of a request from the County Administrator to establish a Candler County Hospital Reserve Account, to hold all funds currently collected under a 1 mill levy in the account, to allocate all future funds collected under a 1 mill levy to that account, and to restrict the account's funds' use to those uses directed by the Candler County Board of Commissioners
 - g. Consideration of proposed lease purchase agreement between Cadence Equipment Finance and Candler County Board of Commissioners for a Caterpillar D5N Bulldozer with an estimated annual payment of \$66,183.32 to be paid utilizing SPLOST proceeds.
 - h. Consideration of a proposal from Robert's Ford Trucks for the purchase of a 2023 Ford Transit Passenger Van at a estimated price of \$58,145.00 utilizing an ARPA appropriation of \$60,000 approved in the FY24 budget
 - i. Consideration of a request from the County Administrator to move the August 21, 2023 meeting time to 5:30 p.m. to accommodate a proposed meeting of the Candler County Public Building Authority on that date
 - j. Consideration of a request from the County Administrator to transfer \$300,000 from the general fund (county jail fund, general fund) to the Jail Project Fund and to pay ongoing construction costs from that fund reserve
11. Report from Chairman
12. Report from County Administrator
13. Report from Attorney
14. Reports from Commissioners
15. Executive Session
16. Adjournment

Board of Commissioners of Candler County
Regular Meeting
August 7, 2023
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, August 7, 2023, at 5:00 p.m., in the Commissioners’ boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners David Robinson and Blake Hendrix in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank, and County Attorney Kendall Gross and attorney Cindy Delgado. The Metter Advertiser was notified of the meeting, Jerri Goodman attended. Commissioner Gregory Thomas was not present at this meeting.

Guests attending this meeting included: Candler County Public Works Superintendent, Jerry Lanier; Candler County Landfill Supervisor, Robert Hendrix; City of Metter Fire Chief, Jason Douglas; Candler County Sheriff Office, Captain Justin Wells; Candler County EMS Director, Joseph Reynolds; Metter-Candler County Recreation Department Director, Coach Mike Robins; Candler County Ag Extension Services Susannah Lanier, attended with 4H Junior Board Member, Kelsey Brazell and her great-grandmother, Linda Davis.

Call to Order

Chairman Thrift called the meeting to order at 5:02 p.m.

Invocation and Pledge of Allegiance –

Chairman Thrift called on Candler County 4-H Junior Board member, Kelsey Brazell, to deliver the invocation and lead the *Pledge of Allegiance*.

Approval of Agenda

Administrator Aasheim requested the agenda be approved with the following additions.

10. New Business...

- h. Consideration of a proposal from Robert’s Ford Trucks for the purchase of a 2023 Ford Transit Passenger Van at an estimated price of \$58,145.00 utilizing an ARPA appropriation of \$60,000 approved in the FY24 budget**
- i. Consideration of a request from the County Administrator to move the August 21, 2023 meeting time to 5:30 p.m. to accommodate a proposed meeting of the Candler County Public Building Authority on that date**
- j. Consideration of a request from the County Administrator to transfer \$300,000 from the general fund (county jail fund, general fund) to the Jail Project Fund and to pay ongoing construction costs from that fund reserve**

Commissioner Robinson made a motion to approve the agenda as requested. Vice-Chairman Jones provided a second. The motion carried 4-0.

Department Reports-

Recreation – Mike Robins

Coach Mike Robins delivered the July 2023 highlighting on the following points:

- Kicked off Fall Registration with Football, Softball, Cheer and Soccer
- Still needing the Assistant Recreation Department Director filled
- Increase in price on Football registration fee in FY25 to \$60 to cover expenses of football gear

Metter Fire Department – Jason Douglas

Chief Douglas presented the July 2023 report. (Exhibit A)

- Vice-Chairman Jones commended Chief Douglas and Director Reynolds for their staff's professionalism and efficiency on the scene of a tragic motor vehicle crash that happened on Excelsior Church Road.

EMS – Joseph Reynolds

Director Reynolds presented the July 2023 transport and financial report (Exhibit B)

- Discussed patient transfer requests
- Vice-Chairman Jones requested Director Reynolds to extend an invitation to the EMS staff to attend a Board of Commissioners meeting if they are ever at the station and available during the time of the meetings.

Roads & Bridges – Jerry Lanier

Superintendent Lanier approached the Board to update them on current situations regarding the Roads Department.

- Vice-Chairman Jones requested Superintendent Lanier to update him on how he resolves water standing on the roads due to issues along Union Road and Dutch Ford Road. Superintendent Lanier stated he could roll the dirt along the sides of the ditch and clip the shoulder with the motor grader.
- Chairman Thrift stated there is a pine tree leaning over Olifftown Road in the right-of-way.
- Commissioner Robinson asked if the State of Georgia has a crew that will remove leaning trees from the state highways.

Solid Waste – Robert Hendrix

Candler County Landfill Supervisor, Robert Hendrix, approached the Commission to deliver the July 2023 report.

- The Landfill Scale is down. Atlantic Scales is scheduled to come repair this Tuesday.
- Administrator Aasheim reminded Supervisor Hendrix the Landfill Survey is tomorrow as well.
- Chairman Thrift reported that two residents at 15125 and 15336 Cannoochee Road need replacement polycarts delivered.

Financial Report –**July 2023 Financial Report**

Administrator Aasheim delivered the financial report. (Exhibit C)

- The General Operating account balance is \$2,148,504.64 with the General Contingency account at \$28,273.12. Synovus Securities \$2,305,352.51. Total General Fund balance is \$4,482,130.27.
- The Synovus Securities for the Landfill Closure is \$1,833,451.02. The Landfill Closure bank account balance is \$90,403.07, The total Landfill Closure accounts balance is \$1,923,854.09.
- The Shared Services District account balance is \$1,105,952.41.
- TSPLOST balance is \$1,657,870.38.
- The total for the Pareto Health Insurance accounts balances are \$1,046,694.37, with the Reserve account being at \$848,574.82 and the Claims account being at \$198,119.55.
- ARPA balance is \$846,224.09. All ARPA funds are budgeted to be spent in FY2024.
- 18SPLOST account balance for July 2023 is \$903,401.67. A deposit of \$170,900.40 of SPLOST proceed distributions were received. Administrator Aasheim stated the 20% allocation of the total monthly proceeds to the Candler County Hospital and the IDA portion has ended.

Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of 5 minutes.*

There were no citizens present to address the Commissioners.

Application for Commission approval, permit or variance –

There were no citizens present to address the Commissioners.

Approval of Minutes – July 10, 2023 Called Meeting, July 10, 2023 1st Regular Meeting and July 24, 2023 2nd Regular Meeting

Vice-Chairman Jones made a motion to approve the July 10, 2023 Called Meeting, July 10, 2023 1st Regular Meeting and July 24, 2023 2nd Regular Meeting minutes. Commissioner Robinson provided a second. The motion carried 4-0.

Old Business

Consideration of bids submitted for performance of work related to the 2023 LMIG supplemental projects

Administrator Aasheim called on EMC Engineering Services Inc., Melvin Johnson, to provide an update on the 2023 Supplemental LMIG projects. Mr. Johnson stated new information was just made available to him on the supplemental projects and he requested he be granted one week to process and provide a recommendation prior to the Commissioners making a decision on the supplemental projects. Administrator Aasheim requested this item be tabled.

Commissioner Hendrix made a motion to table the Consideration of bids submitted for performance of work related to the 2023 LMIG supplemental projects. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of a resolution to adopt a proposed budget amendment #3 to the FY23 Candler County operating budget

Administrator Aasheim presented the FY23 Budget Amendment #3 resolution for the Commissioners consideration.

Vice-Chairman Jones made a motion to adopt the resolution amending the FY23 Candler County operating budget. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit D)

New Business

Consideration of a proposal for installation of additional lighting fixtures for the Candler County Recreation Department fields 1-3 to complete the Recreation Lighting Project

Administrator Aasheim requested the Commissioners table this item.

Vice-Chairman Jones made a motion to table the item Consideration of a proposal for installation of additional lighting fixtures for the Candler County Recreation Department fields 1-3 to complete the Recreation Lighting Project. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of a request from the County Administrator to change the funding mechanism for an appropriation for a Sheriff's Vehicle approved on July 24, 2023 from SPLOST to ARPA

Administrator Aasheim requested the Commissioners consider changing the funding source for the Sheriff's Office third vehicle from 18SPLOST to ARPA funds.

Commissioner Robinson made a motion to change the funding mechanism for an appropriation for a Sheriff's Vehicle approved on July 24, 2023 from SPLOST to ARPA. Vice-Chairman Jones provided a second. The motion carried 4-0.

Consideration of tax digest information provided by the Candler County Tax Assessor's Office and consideration of a proposed millage rate for 2023

Administrator Aasheim stated he has received incomplete consolidation sheets and requested the Commissioners tabled this item until the August 21, 2023 Meeting.

Vice-Chairman Jones made a motion to table the item Consideration of tax digest information provided by the Candler County Tax Assessor's Office and consideration of a proposed millage rate for 2023. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of a proposed quit claim deed from the Candler County Board of Commissioners to the Candler County Public Building Authority to transfer 5.72 acres for the Candler County Jail Project

Attorney Gross requested the Commissioner approve the ownership transfer of the 5.72 acres for the Candler County Jail Project to the Candler County Public Building Authority, and he would deliver the quit claim deed to the Board of Commissioners office for execution by Monday August 14, 2023.

Commissioner Robinson made a motion to approve the execution of the proposed quit claim deed from the Candler County Board of Commissioners to the Candler County Public Building Authority to transfer 5.72 acres for the Candler County Jail Project. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit E)

Consideration of a request from the County Administrator for authorization to open two transactional bank accounts at Queensborough National Bank & Trust under Fund 360 – Candler County Jail Fund, for the purpose of a construction account and a sinking fund account

Administrator Aasheim requested authorization to open two transactional bank accounts at Queensborough National Bank & Trust under Fund 360 – Candler County Jail Fund, for the purpose of a construction account and a sinking fund account. Attorney Gross recommended that Construction be included in the name to avoid confusion with the Inmate Jail Store account in Fund 285 and the Candler County Jail Fund account in Fund 100. Administrator Aasheim agreed and clarified the distinction would be made clear for audit purposes.

Commissioner Hendrix made a motion to authorize the two transactional bank accounts at Queensborough National Bank & Trust under Fund 360 – Candler County Jail Construction Fund to be opened, for the purpose of a construction account and a sinking fund account. Vice-Chairman Jones provided a second. The motion carried 4-0.

Consideration of a request from the County Administrator to establish a Candler County Hospital Reserve Account, to hold all funds currently collected under a 1 mill levy in the account, to allocate all future funds collected under a 1 mill levy to that account, and to restrict the account's funds' use to those uses directed by the Candler County Board of Commissioners

Administrator Aasheim requested the Board establish a Candler County Hospital Reserve Account, to hold all funds currently collected under a 1 mill levy in the account, to allocate all future funds collected under a 1 mill levy to that account, and to restrict the account's funds' use to those uses directed by the Candler County Board of Commissioners. Further, to designate this Hospital Reserve account to hold any prior taxes and future taxes collected from the Hospital 1 mill levy. This will be a formal action to restrict and designate the use and purpose of the Hospital Reserve account.

Chairman Thrift made a motion to approve the request from the County Administrator to establish a Candler County Hospital Reserve Account, to hold all funds currently collected under a 1 mill levy in the account, to allocate all future funds collected under a 1 mill levy to that account, and to restrict the account's funds' use to those uses directed by the Candler County Board of Commissioners. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of proposed lease purchase agreement between Cadence Equipment Finance and Candler County Board of Commissioners for a Caterpillar D5N Bulldozer with an estimated annual payment of \$66,183.32 to be paid utilizing SPLOST proceeds.

Administrator Aasheim requested the Commissioners approve the proposed lease purchase agreement between Cadence Equipment Finance and Candler County Board of Commissioners for a Caterpillar D5N Bulldozer with an estimated annual payment of \$66,183.32 to be paid utilizing SPLOST proceeds. This is the large dozer that is expected to last the remainder of the life of the landfill.

Commissioner Hendrix made a motion to approve the proposed lease purchase agreement between Cadence Equipment Finance and Candler County Board of Commissioners for a Caterpillar D5N Bulldozer with an estimated annual payment of \$66,183.32 to be paid utilizing SPLOST proceeds. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit F)

Consideration of a proposal from Robert's Ford Trucks for the purchase of a 2023 Ford Transit Passenger Van at an estimated price of \$58,145.00 utilizing an ARPA appropriation of \$60,000 approved in the FY24 budget

Administrator Aasheim requested the Commissioners consider a proposal from Robert's Ford Trucks for the purchase of a 2023 Ford Transit Passenger Van at an estimated price of \$52,145.00 utilizing an ARPA appropriation of \$60,000 approved in the FY24 budget. The vehicle will be assigned to the Candler County 4H Ag Extension office.

Vice-Chairman Jones made a motion to approve the proposal from Robert's Ford Trucks for the purchase of a 2023 Ford Transit Passenger Van at an estimated price of \$52,145.00 utilizing an ARPA appropriation of \$60,000 approved in the FY24 budget. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of a request from the County Administrator to move the August 21, 2023 meeting time to 5:30 p.m. to accommodate a proposed meeting of the Candler County Public Building Authority on that date

Administrator Aasheim requested the August 21, 2023 meeting time to 5:30 p.m. to accommodate a proposed meeting of the Candler County Public Building Authority on that date.

Commissioner Hendrix made a motion to move the August 21, 2023 meeting time to 5:30 p.m. to accommodate a proposed meeting of the Candler County Public Building Authority on that date. Chairman Thrift provided a second. The motion carried 4-0.

Consideration of a request from the County Administrator to transfer \$300,000 from the general fund (county jail fund, general fund) to the Jail Project Fund and to pay ongoing construction costs from that fund reserve

Administrator Aasheim requested the Commissioners approve the transfer of \$300,000 from the general fund (county jail fund, general fund) to the Jail Project Fund and to pay ongoing construction costs from that fund reserve.

Commissioner Hendrix made a motion to approve the transfer \$300,000 from the general fund (county jail fund, general fund) to the Jail Project Fund and to pay ongoing construction costs from that fund reserve. Vice-Chairman Jones provided a second. The motion carried 4-0.

Report from Chairman

Chairman Thrift updated the Board on concerns of the Industrial Development Authority.

Report from County Administrator

Administrator Aasheim reported on the following item:

- Candler County Public Building Authority Meeting to be held August 21, 2023 at 5:00PM.
- Jail Project virtual meeting to be held on Wednesday August 9, 2023 at 2:00PM.
- Sending out agendas to finalize the meetings.
- Requested executive session for personnel

Report from Attorney

Attorney Gross had nothing to report outside of executive session for personnel reasons requested by Administrator Aasheim.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1, was not present at this meeting.

Vice-Chairman Jones representing Commission District 2, Vice-Chairman Jones stated he is not running for the mayor in the City of Metter municipal election.

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

Commissioner Hendrix representing Commissioner District 4, had nothing to report.

Executive Session -

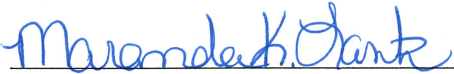
Commissioner Robinson moved to exit into Executive Session to discuss personnel at 6:12 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 6:23 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for personnel. Commissioner Robinson provided the second to the motion. The motion carried 4-0.

Adjournment

Vice-Chairman Jones moved to adjourn the meeting at 6:24 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk
Attest



Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1. The Board of Commissioners of Candler County met in a duly advertised meeting on August 7, 2023
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:12 p.m.
- 4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);
- Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);
- Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);
- Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);
- Other

This 7th day of August 2023.

Sworn to and subscribed before me
This 7th day of August 2023.



Glyn Thrift, Chairman
Board of Commissioners of Candler County

Notary Public

Metter Fire Rescue Response ListJul-23Call Type and Jurisdiction

Jul-23

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	0	0	0	3	9	1	1	1	0	15
County	1	1	6	0	1	10	0	1	0	2	0	22
Total	1	1	6	0	1	13	9	2	1	3	0	

Total Calls	37
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Jul-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	1	1	0	2	4	2	1	0	5	1	17
County	0	2	2	0	1	6	0	0	0	12	0	23
Total	0	3	3	0	3	10	2	1	0	17	1	

Total Calls	40
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JULY 2023 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	52
FROM SCENE TO MEADOWS	1
FROM SCENE TO EVANS MEMORIAL	1
FROM SCENE TO EGRMC	27
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	2
SCENE TO CANDLER HOSPITAL SAVANNAH	0
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	1
LIFT ASSIST/REFUSAL	7
REFUSAL	37
MUTAL AID	0
TRANS CCH TO MEMORIAL	10
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	0
TRANS CCH TO ST JOSEPH	0
TRANS CCH TO AUGUSTA UNIVERSITY	8
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	1
TRANS CCH TO EGRMC	10

TRANS CCH TO MEADOWS	1
TRANS CCH TO COLISEUM MEDICAL MACON GA	0
TRANS CCH TO NAVACIENT HEALTH MACON GA	0
CCH TO NURSING HOME	2
TRANS CCH TO HOSPICE	0
CORONOR CALL	0
CANCELLED CALL	2
AIR TRANSPORT (COVID)	0
NO PT CONTACT	3
CCH TO RES FOR HOSPICE	0
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	1
EMS NOT NEEDED	5
RES TO HOSPICE HOUSE	0
DOA LEFT AT NH	1

TOTAL 172

Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$2,148,504.64	\$2,148,504.64	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$28,273.12	\$28,273.12	\$0.00	
100-11-6202	SYNOVUS SECURITIES-(Market)			4/30/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$2,305,352.51		6/30/2023 Value	
	Total	\$4,482,130.27			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$90,403.07	\$90,403.07	\$0.00	
100-11-6201	SYNOVUS SECURITIES-(Market)			2/28/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$1,833,451.02		6/30/2023 Value	
	Total	\$1,923,854.09			
100-11-1135	JUVENILE COURT FUND QNB	\$2,380.96	\$2,380.96	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$86,812.16	\$86,812.16	\$0.00	
100-11-1167	HOSPITAL LOC	\$59,525.98	\$59,525.98	\$0.00	
	Fund 100 Totals	\$7,400,927.55			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$55,592.56	\$55,592.56	\$0.00	
	Fund 212 Totals	\$55,592.56			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$374,469.03	\$374,469.03	\$0.00	
	Fund 215 Totals	\$374,469.03			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$846,224.09	\$846,224.09	\$0.00	
	Fund 230 Totals	\$846,224.09			
LMIG FUND					
250-11-1110	LMIG	\$518,242.92	\$518,242.92	\$0.00	
	Fund 250 Totals	\$518,242.92			
SSD FUND					
270-11-1110	Special Services District	\$1,057,952.41	\$1,057,952.41	\$0.00	
	Fund 270 Totals	\$1,057,952.41			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$153,965.27	\$153,965.27	\$0.00	
	Fund 285 Totals	\$153,965.27			
2018 SPLOST					
321-11-1141	2018 SPLOST	\$903,401.67	\$903,401.67	\$0.00	
	Fund 320 Totals	\$903,401.67			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,657,870.38	\$1,657,870.38	\$0.00	
	Fund 335 Totals	\$1,657,870.38			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$848,574.82	\$848,574.82	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$198,119.55	\$198,119.55	\$0.00	
	Fund 601 Totals	\$1,046,694.37			
	Report Totals	\$20,421,324.61			

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 100-00-0000 to 100-99-9999 to 100-99-9999
 Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999
 Print Zero YTD Activity: No
 Year To Date As Of: 07/31/23
 Current Period: 07/01/23 to 07/31/23
 Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	0.00	3,350,000.00	0.00	0.00	0.00	3,350,000.00-	0
100-31-1120	TIMBER TAX	1,867.33	55,000.00	0.00	0.00	0.00	55,000.00-	0
100-31-1190	HOSPITAL LEVY	1,077.27	280,000.00	0.00	0.00	0.00	280,000.00-	0
100-31-1200	REAL PROP-PRIOR YEAR	7,972.56	200,000.00	0.00	0.00	0.00	200,000.00-	0
100-31-1314	ALTERNATIVE AD VAL T	0.00	9,500.00	0.00	0.00	0.00	9,500.00-	0
100-31-1315	TAVT	51,763.90	650,000.00	0.00	0.00	0.00	650,000.00-	0
100-31-1320	MOBILE HOME	486.69	30,000.00	0.00	0.00	0.00	30,000.00-	0
100-31-1350	RAILROAD EQUIPMENT	0.00	4,000.00	0.00	0.00	0.00	4,000.00-	0
100-31-1500	PROPERTY NOT ON DIGE	0.00	160,000.00	0.00	0.00	0.00	160,000.00-	0
100-31-1600	REAL ESTATE TRANSFER	0.00	55,000.00	6,796.38	6,796.38	0.00	48,203.62-	12
100-31-3100	LOST	81,647.58	950,000.00	86,299.07	86,299.07	0.00	863,700.93-	9
100-31-6300	FINANCIAL INSTITUTIO	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0
100-31-9110	PEN & INT-REAL	4,725.01	100,000.00	0.00	0.00	0.00	100,000.00-	0
100-31-9500	PEN & INT-FIFA	95.00	4,800.00	0.00	0.00	0.00	4,800.00-	0
100-32-1240	HUNTING CAMP LIC/PER	0.00	1,700.00	0.00	0.00	0.00	1,700.00-	0
100-32-2211	LAND TRANSFER FEE	175.00	2,000.00	245.00	245.00	0.00	1,755.00-	12
100-33-1152	GEMA EWA PARTNERSHIP	0.00	6,596.00	6,596.00	6,596.00	0.00	0.00	100
100-33-4211	FAMILY CONNECTIONS GRANT	0.00	52,500.00	0.00	0.00	0.00	52,500.00-	0
100-33-4212	FAMILY CONNECTIONS æ“ DFCS GRANT	0.00	37,500.00	0.00	0.00	0.00	37,500.00-	0
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	0.00	25,000.00	0.00	0.00	0.00	25,000.00-	0
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	5,416.67	65,000.00	0.00	0.00	0.00	65,000.00-	0
100-34-1190	STATE COURT - JOF	200.00	3,500.00	0.00	0.00	0.00	3,500.00-	0
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	0.00	50,000.00	10,050.00	10,050.00	0.00	39,950.00-	20
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	2,982.77	40,000.00	0.00	0.00	0.00	40,000.00-	0
100-34-1940	COMMISSIONS ON TAXES	1,311.55	17,500.00	0.00	0.00	0.00	17,500.00-	0
100-34-1941	METTER TAX COLLECTIO	450.00	5,400.00	0.00	0.00	0.00	5,400.00-	0
100-34-2100	LAW ENFORCEMENT FEES	915.00	23,000.00	7,076.00	7,076.00	0.00	15,924.00-	31
100-34-2201	SCHOOL RESOURCE OFFICER	0.00	40,000.00	0.00	0.00	0.00	40,000.00-	0
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITIES	373.28	4,000.00	623.19	623.19	0.00	3,376.81-	16
100-34-2600	EMS TRIP SERVICE FEES	56,571.01	575,000.00	48,327.45	48,327.45	0.00	526,672.55-	8
100-34-2601	EMS ANNUAL FEES	3,895.66	525,000.00	449.16	449.16	0.00	524,550.84-	0
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	380.86	5,000.00	0.00	0.00	0.00	5,000.00-	0
100-34-2603	GOCH Medicat'd UPL Supplement	0.00	35,000.00	10,801.80	10,801.80	0.00	24,198.20-	31
100-34-2900	HOSPITAL DEBT SERVICE FEES	36.49	0.00	0.00	0.00	0.00	0.00	0
100-34-4131	RECYCLED MATERIALS	175.80	4,000.00	40.20	40.20	0.00	3,959.80-	1
100-34-4150	TIPPING LANDFILL FEES	3,607.00	100,000.00	2,616.72	2,616.72	0.00	97,383.28-	3

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
100-34-4151	RESIDENTIAL LDFL USE	3,858.32	505,000.00	449.16	449.16	0.00	504,550.84-	0
100-34-4152	RECYCLE CTR FEES	79.00	1,000.00	98.00	98.00	0.00	902.00-	10
100-34-4153	INERT LANDFILL FEES	2,001.46	22,500.00	3,770.29	3,770.29	0.00	18,729.71-	17
100-34-7202	JACK STRICKLAND RENT	250.00	1,500.00	290.00	290.00	0.00	1,210.00-	19
100-34-7205	REC DEPT REGISTRATIO	810.00	35,000.00	1,170.00	1,170.00	0.00	33,830.00-	3
100-34-7206	REC DEPT CONCESSIONS	0.00	8,500.00	0.00	0.00	0.00	8,500.00-	0
100-34-7207	REC DEPT SPONSORS	0.00	3,500.00	650.00	650.00	0.00	2,850.00-	19
100-34-7209	REC DEPT ADMISSIONS	0.00	5,500.00	0.00	0.00	0.00	5,500.00-	0
100-34-7210	REC DEPT TOURNAMENT	0.00	2,000.00	0.00	0.00	0.00	2,000.00-	0
100-35-1110	SUPERIOR COURT FINES	580.00	15,000.00	0.00	0.00	0.00	15,000.00-	0
100-35-1120	STATE COURT FINES	30,477.29	400,000.00	0.00	0.00	0.00	400,000.00-	0
100-35-1130	MAGISTRATE COURT	2,485.00	30,000.00	0.00	0.00	0.00	30,000.00-	0
100-35-1150	PROBATE COURT	4,070.55	25,000.00	2,108.65	2,108.65	0.00	22,891.35-	8
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	2,827.46	40,000.00	0.00	0.00	0.00	40,000.00-	0
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	3,136.18	20,000.00	1,247.65	1,247.65	0.00	18,752.35-	6
100-35-1408	JUVE COURT ADD ON FEE	0.00	100.00	0.00	0.00	0.00	100.00-	0
100-35-1901	PUBLIC DEFENDER FEES	176.50	1,000.00	0.00	0.00	0.00	1,000.00-	0
100-36-1001	INTEREST INCOME	1,003.84	30,000.00	4,527.15	4,527.15	0.00	25,472.85-	15
100-36-1002	INTEREST INCOME - LANDFILL CD	0.00	81,000.00	0.00	0.00	0.00	81,000.00-	0
100-36-1003	INTEREST INCOME - GENERAL FUND CD	0.00	90,000.00	0.00	0.00	0.00	90,000.00-	0
100-37-1001	PRIVATE DONATIONS	7,500.00	0.00	108.00	108.00	0.00	108.00	0
100-38-9001	MISC SALE OF PIPE	1,967.00	7,500.00	1,973.60	1,973.60	0.00	5,526.40-	26
100-38-9003	MISC TAX COMM FICA	0.00	6,000.00	0.00	0.00	0.00	6,000.00-	0
100-38-9005	MISCELLANEOUS	8,019.23	20,000.00	390.00	390.00	0.00	19,610.00-	2
100-38-9006	INSURANCE PROCEEDS	0.00	10,000.00	0.00	0.00	0.00	10,000.00-	0
100-38-9013	SUPERIOR COURT CLERK REIMBURSEMENT GRANT	1,545.17	0.00	0.00	0.00	0.00	0.00	0
100-38-9999	CANCEL PRIOR YEAR EXPENSE	120.50	0.00	1,502.16	1,502.16	0.00	1,502.16	0
100-39-1002	IF TRANSFER - SSD FOR CODE ENFORCEMENT	0.00	11,100.00	0.00	0.00	0.00	11,100.00-	0
100-39-1800	FUND BALANCE USE	0.00	343,344.09	0.00	0.00	0.00	343,344.09-	0
100-39-2100	SALE OF ASSETS	0.00	20,000.00	0.00	0.00	0.00	20,000.00-	0
	100 GENERAL FUND Revenue Total	297,033.93	9,225,540.09	198,205.63	198,205.63	0.00	9,027,334.46-	2

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
1100	LEGISLATIVE	3,905.48	77,505.00	6,257.86	6,257.86	0.00	71,247.14	8
1300	EXECUTIVE	18,043.03	236,819.64	11,904.35	11,904.35	0.00	224,915.29	5
1400	ELECTIONS & VOTER REGISTRATION	5,590.50	119,877.17	3,516.63	3,516.63	0.00	116,360.54	3

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
1510	ADMINISTRATION	12,137.69	348,456.78	154,079.38	154,079.38	0.00	194,377.40	44
1514	BOARD OF EQUALIZATION:	165.56	6,240.00	82.47	82.47	0.00	6,157.53	1
1535	INFORMATION TECHNOLOGY:	8,152.27	149,688.00	3,013.93	3,013.93	0.00	146,674.07	2
1545	TAX COMMISSIONER	19,385.59	302,529.16	13,757.56	13,757.56	0.00	288,771.60	5
1550	TAX ASSESSOR	17,010.49	316,559.84	9,607.61	9,607.61	0.00	306,952.23	3
1565	PUBLIC BUILDINGS	4,668.96	261,880.00	67,683.00	67,683.00	0.00	194,197.00	26
2150	SUPERIOR COURT	22,555.04	229,746.78	22,464.54	22,464.54	0.00	207,282.24	10
2180	CLERK OF COURT	22,800.27	363,036.83	16,351.46	16,351.46	0.00	346,685.37	4
2300	STATE COURT	10,499.10	131,650.00	10,669.09	10,669.09	0.00	120,980.91	8
2400	MAGISTRATE COURT	4,271.19	35,981.21	3,015.52	3,015.52	0.00	32,965.69	8
2450	PROBATE COURT	12,888.74	164,835.24	11,698.97	11,698.97	0.00	153,136.27	7
3300	SHERIFF	112,629.00	1,713,394.94	97,983.33	97,983.33	0.00	1,615,411.61	6
3326	DETENTION CENTER	47,050.35	861,097.09	43,317.42	43,317.42	0.00	817,779.67	5
3600	EMERGENCY MEDICAL SERVICES	82,883.15	1,282,286.87	69,672.56	69,672.56	0.00	1,212,614.31	5
3700	CORONER	134.61	25,886.00	585.85	585.85	0.00	25,300.15	2
3920	EMERGENCY MANAGEMENT ASSOCIATION	10,109.37	23,169.65	10,407.05	10,407.05	0.00	12,762.60	45
4200	ROADS & BRIDGES	73,384.49	1,282,522.04	72,943.59	72,943.59	0.00	1,209,578.45	6
4530	SOLID WASTE DISPOSAL	18,956.10	443,143.17	18,950.08	18,950.08	0.00	424,193.09	4
5550	FAMILY CONNECTIONS:	4,316.66	90,000.00	4,316.66	4,316.66	0.00	85,683.34	5
7130	AGRICULTURAL RESOURCES	3,092.09	93,994.36	1,011.36	1,011.36	0.00	92,983.00	1

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
7450	CODE ENFORCEMENT	897.08	11,065.08	448.54	448.54	0.00	10,616.54	4
7460	RECREATION DEPARTMENT	15,535.95	333,339.24	12,055.28	12,055.28	0.00	321,283.96	4
8000	DEBT SERVICES:	0.00	25,000.00	0.00	0.00	0.00	25,000.00	0
9000	OTHER DEPARTMENTS	9,419.33	295,836.00	583.33	583.33	0.00	295,252.67	0
100	GENERAL FUND Expend Total	540,482.09	9,225,540.09	666,377.42	666,377.42	0.00	8,559,162.67	7
100	GENERAL FUND							
	Revenues:	297,033.93	198,205.63	198,205.63	198,205.63			
	Expended:	540,482.09	666,377.42	666,377.42	666,377.42			
	Net Income:	243,448.16-	468,171.79-	468,171.79-	468,171.79-			

Grand Totals	Prior	Current	YTD
Revenues:	297,033.93	198,205.63	198,205.63
Expended:	540,482.09	666,377.42	666,377.42
Net Income:	243,448.16-	468,171.79-	468,171.79-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 230-00-0000 to 230-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 07/31/23
 Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999 Include Non-Budget: No Current Period: 07/01/23 to 07/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
230-36-1001	INTEREST INCOME	62.33	0.00	1,451.31	1,451.31	0.00	1,451.31	0
	230 AMERICAN RESCUE PLAN (A Revenue Total)	62.33	0.00	1,451.31	1,451.31	0.00	1,451.31	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
230-1300-00-0000	EXECUTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1400-00-0000	ELECTIONS & VOTER REGISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1400-54-2401	ELECTIONS - CHECK IN PRINTERS	0.00	5,200.00	0.00	0.00	0.00	5,200.00	0
230-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1109	EMPLOYEE INFLATION PAY SUPPLEMENT	0.00	85,000.00	0.00	0.00	0.00	85,000.00	0
230-1510-52-1200	ADMIN - CODIFICATION OF ORDINANCES	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
230-1545-00-0000	TAX COMMISSIONER	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1550-00-0000	TAX ASSESSOR	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1565-00-0000	PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1565-54-2202	PUBLIC BUILDINGS - COURTHOUSE HVAC	64,500.00	0.00	0.00	0.00	0.00	0.00	0
230-1565-54-2203	PUBLIC BUILDING-COURTHOUSE CLOCK REPAIR	0.00	0.00	9,945.00	9,945.00	0.00	9,945.00-	0
230-2400-00-0000	MAGISTRATE COURT	0.00	0.00	0.00	0.00	0.00	0.00	0
230-2450-00-0000	PROBATE COURT	0.00	0.00	0.00	0.00	0.00	0.00	0
230-2450-51-1100	PROBATE COURT PERSONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3300-00-0000	SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3300-54-2200	SHERIFF - VEHICLES - NEW	1,065.59	130,000.00	0.00	0.00	0.00	130,000.00	0
230-3300-54-2502	SHERIFF - NIGHT VISION PROJECT	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0
230-3326-00-0000	DETENTION CENTER	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-52-3700	EMS - ONLINE TRAINING SYSTEM_LEXIPOL	0.00	1,800.00	0.00	0.00	0.00	1,800.00	0
230-3600-53-1604	EMS - Stryker Lifepak (2) Cardiac Mon	0.00	49,280.92	0.00	0.00	0.00	49,280.92	0
230-3600-54-2200	EMS - TYPE 1 AMBULANCE	0.00	275,000.00	0.00	0.00	0.00	275,000.00	0
230-3600-54-2501	EMS - TOUGHBOOKS	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0
230-3600-54-2502	EMS - MEDICAL RECORD TRANSMISSION	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
230-3600-54-2503	EMS - COMPUTERS	0.00	6,000.00	0.00	0.00	0.00	6,000.00	0
230-4530-00-0000	SOLID WASTE DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00	0
230-7130-54-2201	AGRICULTURAL - 4H VAN	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0
	230 AMERICAN RESCUE PLAN (A Expend Total)	65,565.59	701,280.92	9,945.00	9,945.00	0.00	691,335.92	1

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	230 AMERICAN RESCUE PLAN (ARP) ACT FUND							
	Revenues:	Prior	Current		YTD			
		62.33	1,451.31		1,451.31			
	Expended:	65,565.59	9,945.00		9,945.00			
	Net Income:	65,503.26-	8,493.69-		8,493.69-			

Grand Totals	Prior	Current	YTD
Revenues:	62.33	1,451.31	1,451.31
Expended:	65,565.59	9,945.00	9,945.00
Net Income:	65,503.26-	8,493.69-	8,493.69-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 07/31/23
 Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999 Include Non-Budget: No Current Period: 07/01/23 to 07/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
250-33-4252	DOT GRANT - LMIG (USE FOR FUTURE YEARS)	0.00	450,000.00	0.00	0.00	0.00	450,000.00-	0
250-36-1001	LMIG INTEREST INCOME	96.15	5,000.00	878.81	878.81	0.00	4,121.19-	18
	250 LMIG FUND Revenue Total	96.15	455,000.00	878.81	878.81	0.00	454,121.19-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1402	INFRASTRUCTURE 2016 LMIG	0.00	455,397.45	0.00	0.00	0.00	455,397.45	0
250-4200-54-1409	INFRASTRUCTURE 2021 LMIG SAP	62,806.50	0.00	0.00	0.00	0.00	0.00	0
	250 LMIG FUND Expend Total	62,806.50	455,397.45	0.00	0.00	0.00	455,397.45	0

	Prior	Current	YTD
Revenues:	96.15	878.81	878.81
Expended:	62,806.50	0.00	0.00
Net Income:	62,710.35-	878.81	878.81

	Prior	Current	YTD
Revenues:	96.15	878.81	878.81
Expended:	62,806.50	0.00	0.00
Net Income:	62,710.35-	878.81	878.81

Grand Totals

Revenue Account Range: 270-00-0000 to 270-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 07/31/23
 Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999 Include Non-Budget: No Current Period: 07/01/23 to 07/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	0.00	2,600.00	0.00	0.00	0.00	2,600.00-	0
270-31-1750	FRANCHISE TAX-TELEVI	0.00	45,000.00	11,273.79	11,273.79	0.00	33,726.21-	25
270-31-4200	ALCOHOL BEVERAGE EXC	9,252.13	60,000.00	5,992.41	5,992.41	0.00	54,007.59-	10
270-31-4201	ALCOHOL MIXED DRINK BEVERAGE EXC	53.20	1,000.00	38.30	38.30	0.00	961.70-	4
270-31-6200	INSURANCE PREMIUM TAX	0.00	530,000.00	0.00	0.00	0.00	530,000.00-	0
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	0.00	15,000.00	0.00	0.00	0.00	15,000.00-	0
270-32-1200	GENERAL BUSINESS LICENSE	3,900.00	14,000.00	3,700.00	3,700.00	0.00	10,300.00-	26
270-32-2231	CELL TOWER FEES	750.00	0.00	0.00	0.00	0.00	0.00	0
270-32-2240	MOBILE HOME PERMIT FEES	1,000.00	10,000.00	1,600.00	1,600.00	0.00	8,400.00-	16
270-32-2250	ELECTRICAL PERMIT FEES	385.00	3,000.00	845.00	845.00	0.00	2,155.00-	28
270-33-7001	FIRE BUDGET SURPLUS METTER	0.00	30,000.00	0.00	0.00	0.00	30,000.00-	0
270-34-4110	REFUSE COLLECTION CHARGE	3,295.96	440,000.00	686.00	686.00	0.00	439,314.00-	0
270-36-1001	INTEREST INCOME	158.21	10,000.00	1,874.28	1,874.28	0.00	8,125.72-	19
270-39-1800	FUND BALANCE USE	0.00	258,426.13	0.00	0.00	0.00	258,426.13-	0
	270 SPECIAL SERVICE DISTRICT Revenue Total	18,794.50	1,419,026.13	26,009.78	26,009.78	0.00	1,393,016.35-	2

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-4520-00-0000	COLLECTIONS	0.00	0.00	0.00	0.00	0.00	0.00	0
270-4520-52-2110	GARBAGE COLLECTION	30,320.55	392,000.00	31,866.50	31,866.50	0.00	360,133.50	8
270-7410-00-0000	ZONING	0.00	0.00	0.00	0.00	0.00	0.00	0
270-7410-52-1201	ATTORNEY FEES	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0
270-7410-52-2207	SERVICE CONTRACTS - HOGARC ZONING	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
270-7410-52-3300	ADVERTISING	0.00	500.00	0.00	0.00	0.00	500.00	0
270-7450-00-0000	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0.00	0
270-7450-51-1100	CODE ENFORCEMENT - REGULAR EMPLOYEES	0.00	10,000.08	0.00	0.00	0.00	10,000.08	0
270-7450-51-2200	CODE ENFORCEMENT-SOCIAL SECURITY-FICA	0.00	765.00	0.00	0.00	0.00	765.00	0
270-7450-51-2700	CODE ENFORCEMENT-WORKERS COMPENSATION	0.00	300.00	0.00	0.00	0.00	300.00	0
270-9000-00-0000	OTHER DEPARTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0
270-9000-54-1031	FIRE CAPITAL STIPEND	0.00	36,620.00	0.00	0.00	0.00	36,620.00	0
270-9000-54-1201	INDUSTRIAL AUTHORITY - CAPITAL PROJECT	0.00	300,000.00	0.00	0.00	0.00	300,000.00	0
270-9000-57-1010	INDUSTRIAL AUTHORITY	10,149.75	127,887.00	10,657.25	10,657.25	0.00	117,229.75	8
270-9000-57-1011	AIRPORT AUTHORITY	1,721.97	21,696.76	1,808.07	1,808.07	0.00	19,888.69	8
270-9000-57-1030	FIRE PROTECTION METTER	27,571.78	375,661.00	31,305.08	31,305.08	0.00	344,355.92	8
270-9000-57-1032	ANIMAL CONTROL - METTER	6,364.79	80,196.29	6,683.02	6,683.02	0.00	73,513.27	8
270-9000-57-1060	LIBRARY	4,489.29	55,900.00	4,658.34	4,658.34	0.00	51,241.66	8

Board of Commissioners or Candler County
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
	270 SPECIAL SERVICE DISTRICT Expend Total	80,618.13	1,419,026.13	86,978.26	86,978.26	0.00	1,332,047.87	6
270 SPECIAL SERVICE DISTRICT FUND								
	Revenues:	Prior	Current	YTD				
	Expended:	18,794.50	26,009.78	26,009.78				
	Net Income:	80,618.13	86,978.26	86,978.26				
		61,823.63-	60,968.48-	60,968.48-				

Grand Totals

	Prior	Current	YTD
Revenues:	18,794.50	26,009.78	26,009.78
Expended:	80,618.13	86,978.26	86,978.26
Net Income:	61,823.63-	60,968.48-	60,968.48-

Revenue Account Range: 321-00-0000 to 321-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 07/31/23
 Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999 Include Non-Budget: No Current Period: 07/01/23 to 07/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	74,649.44	924,000.00	95,704.22	95,704.22	0.00	828,295.78-	10
321-31-3209	2018 SPLOST (Hospital 20%)	33,325.64	0.00	0.00	0.00	0.00	0.00	0
321-31-3210	2018 SPLOST (Metter 40%)	53,321.02	660,000.00	68,360.16	68,360.16	0.00	591,639.84-	10
321-31-3211	2018 SPLOST (Pulaski 4%)	5,332.10	66,000.00	6,836.02	6,836.02	0.00	59,163.98-	10
321-36-1005	INTEREST INC 2018 SP	138.90	10,000.00	1,468.25	1,468.25	0.00	8,531.75-	15
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	5.28	0.00	0.00	0.00	0.00	0.00	0
	321 2018 SPLOST FUND Revenue Total	166,772.38	1,660,000.00	172,368.65	172,368.65	0.00	1,487,631.35-	10

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321-0000-00-0000	2018 SPLOST_New	0.00	0.00	0.00	0.00	0.00	0.00	0
321-1400-54-2401	ELECTIONS - LAPTOP	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
321-1510-00-0000	2018 SPLOST_New	0.00	0.00	0.00	0.00	0.00	0.00	0
321-1510-52-3604	BANK FEES,FUND TRANSFER FROM GENERAL FUN	0.00	0.00	191.34	191.34	0.00	191.34-	0
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
321-1550-54-2401	TAX ASSESSOR - PRINTERS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0
321-2180-54-2501	CLERK OF COURT - OFFICE EQUIPMENT	2,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0
321-2180-54-2502	CLERK OF COURT - OFFICE CHAIRS	0.00	900.00	0.00	0.00	0.00	900.00	0
321-2450-54-2400	PROBATE COURT - LAPTOP/PC	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0
321-2450-54-2501	PROBATE COURT - SHELVEING	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0
321-3300-54-2200	SHERIFF - VEHICLES - NEW	0.00	60,000.00	0.00	0.00	0.00	60,000.00	0
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	0.00	17,907.60	0.00	0.00	0.00	17,907.60	0
321-3300-54-2501	SHERIFF - EQUIPMENT	0.00	71,120.00	1,502.16	1,502.16	0.00	69,617.84	2
321-3326-54-2501	DETENTION CENTER - EQUIPMENT	0.00	10,800.00	0.00	0.00	0.00	10,800.00	0
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	0.00	108,065.00	0.00	0.00	0.00	108,065.00	0
321-4200-54-2201	PUBLIC WORKS - VEHICLE	0.00	45,000.00	42,288.94	42,288.94	0.00	2,711.06	94
321-4200-54-2202	PUBLIC WORKS - PREDATOR BATWING MOWER 15	0.00	18,750.00	0.00	0.00	0.00	18,750.00	0
321-4530-54-2200	SOLID WASTE - CAT D3N BULLDOZER	0.00	36,000.00	0.00	0.00	0.00	36,000.00	0
321-4530-54-2201	SOLID WASTE - CAT D5 BULLDOZER	0.00	78,706.00	0.00	0.00	0.00	78,706.00	0
321-4530-54-2202	SOLID WASTE - VEHICLE	0.00	45,000.00	40,441.32	40,441.32	0.00	4,558.68	90
321-4530-54-2301	SOLID WASTE - ROLL OFF CONTAINERS	0.00	10,000.00	0.00	0.00	0.00	10,000.00	0
321-4963-57-1094	2018 SPLOST METTER 40%	0.00	660,000.00	0.00	0.00	0.00	660,000.00	0
321-4964-57-1094	2018 SPLOST PULASKI 4%	0.00	66,000.00	0.00	0.00	0.00	66,000.00	0
321-7460-54-1200	RECREATION DEPA CAPITAL - LIGHTING LWCF	88,200.00	0.00	0.00	0.00	0.00	0.00	0
321-7460-54-1206	RECREATION DEP - MULE/GATOR	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
	321 2018 SPLOST FUND Expend Total	90,200.00	1,271,748.60	84,423.76	84,423.76	0.00	1,187,324.84	7

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321 2018 SPLOST FUND								
	Revenues:	Prior	Current	YTD				
	Expended:	166,772.38	172,368.65	172,368.65				
	Net Income:	90,200.00	84,423.76	84,423.76				
		76,572.38	87,944.89	87,944.89				
<hr/>								
	Grand Totals	Prior	Current	YTD				
	Revenues:	166,772.38	172,368.65	172,368.65				
	Expended:	90,200.00	84,423.76	84,423.76				
	Net Income:	76,572.38	87,944.89	87,944.89				

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

August 2, 2023
01:43 PM

Revenue Account Range: 335-00-0000
Expend Account Range: 335-0000-00-0000
Print Zero YTD Activity: No

to 335-99-9999
to 335-9999-99-9999

Year To Date As Of: 07/31/23
Current Period: 07/01/23 to 07/31/23
Prior Year: 07/01/22 to 07/31/22

Include Non-Anticipated: Yes
Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	30,235.12	300,000.00	0.00	0.00	0.00	300,000.00-	0
335-31-3205	GDOT	326,568.72	1,093,222.00	0.00	0.00	0.00	1,093,222.00-	0
335-36-1004	INTEREST INC TIA SPL	186.75	7,000.00	2,814.58	2,814.58	0.00	4,185.42-	40
	335 TIA SPLOST FUND Revenue Total	356,990.59	1,400,222.00	2,814.58	2,814.58	0.00	1,397,407.42-	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
335-4968-00-0000	2012 TIA SPLOST:	0.00	0.00	0.00	0.00	0.00	0.00	0
335-4968-52-1204	ENGINEERING	244,438.99	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1001	LAND ACQUISITION	0.00	100,000.00	0.00	0.00	0.00	100,000.00	0
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	0.00	400,000.00	0.00	0.00	0.00	400,000.00	0
335-4968-54-1409	2023 LMIG 10% MATCH	0.00	150,000.00	0.00	0.00	0.00	150,000.00	0
	335 TIA SPLOST FUND Expend Total	244,438.99	650,000.00	0.00	0.00	0.00	650,000.00	0

	Prior	Current	YTD
Revenues:	356,990.59	2,814.58	2,814.58
Expended:	244,438.99	0.00	0.00
Net Income:	112,551.60	2,814.58	2,814.58

	Prior	Current	YTD
Revenues:	356,990.59	2,814.58	2,814.58
Expended:	244,438.99	0.00	0.00
Net Income:	112,551.60	2,814.58	2,814.58

Grand Totals

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999
 Print Zero YTD Activity: No
 Include Non-Anticipated: Yes
 Include Non-Budget: No
 Year To Date As Of: 07/31/23
 Current Period: 07/01/23 to 07/31/23
 Prior Year: 07/01/22 to 07/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM GF	116,937.84	1,413,588.60	117,799.03	117,799.03	0.00	1,295,789.57-	8
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	14,902.03	10,583.04	0.00	0.00	0.00	10,583.04-	0
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	3.66	0.00	333.86	333.86	0.00	333.86	0
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	26.16	0.00	1,405.88	1,405.88	0.00	1,405.88	0
601-38-9001	STOP LOSS REIMBURSEMENT	33,663.56	0.00	7,689.85	7,689.85	0.00	7,689.85	0
	601 INTERNAL HEALTH INSURAN Revenue Total	165,533.25	1,424,171.64	127,228.62	127,228.62	0.00	1,296,943.02-	8

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0
601-1510-55-2100	ADMINISTRATIVE FEES	6,716.00	101,505.60	7,588.35	7,588.35	0.00	93,917.25	7
601-1510-55-2200	PAID CLAIMS	111,271.63	917,620.00	19,310.20	19,310.20	0.00	898,309.80	2
601-1510-55-2201	STOP LOSS PREMIUMS	30,812.87	394,463.00	34,858.07	34,858.07	0.00	359,604.93	9
	601 INTERNAL HEALTH INSURAN Expend Total	148,800.50	1,413,588.60	61,756.62	61,756.62	0.00	1,351,831.98	4

601 INTERNAL HEALTH INSURANCE FUND	Prior	Current	YTD
Revenues:	165,533.25	127,228.62	127,228.62
Expended:	148,800.50	61,756.62	61,756.62
Net Income:	16,732.75	65,472.00	65,472.00

Grand Totals	Prior	Current	YTD
Revenues:	165,533.25	127,228.62	127,228.62
Expended:	148,800.50	61,756.62	61,756.62
Net Income:	16,732.75	65,472.00	65,472.00

	FY24	Industrial Authority	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 170,900.40	-	\$ -	\$ 170,900.40	\$ 68,360.16	\$ 6,836.02	\$ 95,704.22
August	\$ -	-	\$ -	\$ -	-	-	\$ -
September	\$ -	-	\$ -	\$ -	-	-	\$ -
October	\$ -	-	\$ -	\$ -	-	-	\$ -
November	\$ -	-	\$ -	\$ -	-	-	\$ -
December ProRata	\$ -	-	\$ -	\$ -	-	-	\$ -
December	\$ -	-	\$ -	\$ -	-	-	\$ -
January	\$ -	-	\$ -	\$ -	-	-	\$ -
February	\$ -	-	\$ -	\$ -	-	-	\$ -
March	\$ -	-	\$ -	\$ -	-	-	\$ -
April	\$ -	-	\$ -	\$ -	-	-	\$ -
May	\$ -	-	\$ -	\$ -	-	-	\$ -
June ProRata	\$ -	-	\$ -	\$ -	-	-	\$ -
June	\$ -	-	\$ -	\$ -	-	-	\$ -
Totals	\$ 170,900.40	-	\$ -	\$ 170,900.40	\$ 68,360.16	\$ 6,836.02	\$ 95,704.22

**RESOLUTION BY THE
CANDLER COUNTY BOARD OF COMMISSIONERS**

A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2023

On this day, the 7th day of August 2023, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2023 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2023 reserved the right to amend said budget; and,

Whereas, the Board of Commissioners of Candler County are required to provide a balanced budget and approve all budgetary changes; and,

Whereas, changes in anticipated expenditures have occurred during the budget year; and,

Whereas, the Board of Commissioners of Candler County are desirous of amending the adopted budget to reflect these changes;


Therefore, upon a motion and second by the Candler County Commissioners, such a resolution is adopted, and the Candler County Commissioners issue the following budget amendment for the FY2023 budget;

For the fiscal year 2023 the budget is hereby amended as follows:

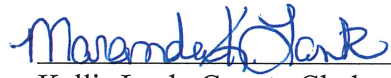
Fund	Division	Account	Amended Amount	Reason
100	1300	Administration –	8,376.02	FY23 Personnel Expenditures
100	1545	Tax Commissioners	430.07	FY23 Personnel Expenditures
100	1565	Public Buildings	658.03	Electricity costs exceeded budget
100	2150	Superior Court	.07	Rounding
100	2450	Probate Court	5,846.23	FY23 Personnel Expenditures
100	3300	Sheriff	5,025.68	FY23 Personnel Expenditures, Other operating expenditures
100	3920	Emergency Management	4,636.57	Small Equipment Expenditures, Generator Rental exceeded budget
100	4200	Roads & Bridges	5,383.06	FY23 Personnel Expenditures, Heavy

**RESOLUTION BY THE
CANDLER COUNTY BOARD OF COMMISSIONERS**

				Equipment Repairs, Fuel, Maintenance Supplies
100	7460	Recreation Department	51.76	FY23 Personnel Expenditures



Glyn Thrift, Chairman
Candler County Board of Commissioners



Kellie Lank, County Clerk



Exhibit E

RECORDED 09/06/2023 2:00 PM Recpt:005822
QUIT CLAIM DEED
DEED BOOK 313 PAGES 731 - 732 Doc #2023001073
FILING FEES: \$25.00 TRANSFER TAX: \$0.00
PT61: 021-2023-000350
Jenny Grimes, Superior Court Clerk, Candler County, GA

PLEASE RETURN TO:
J. KENDALL GROSS, P.C.
P.O. BOX 695
METTER, GEORGIA 30439

STATE OF GEORGIA

COUNTY OF CANDLER

QUITCLAIM DEED

THIS INDENTURE, made this 21st day of August, in the Year of Our Lord Two Thousand Twenty-Three between **CANDLER COUNTY**, a political subdivision of the State of Georgia, as party of the first part, hereinafter called Grantor, and the **CANDLER COUNTY PUBLIC BUILDING AUTHORITY**, a public authority organized pursuant to the laws of the State of Georgia, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, any and all of its interest in the following described property, to wit:

All that tract or parcel of land, lying situate, and being in the 1685th G.M.D. of Candler County, Georgia, containing 5.72 acres, more or less, as shown on that certain plat of survey dated July 14, 2023 and prepared by Donald W Marsh, registered surveyor. Said plat being recorded in Plat Book 30, Page 151 of the Candler County records, and is incorporated herein for a more complete and accurate description of the parcel herein conveyed which is generally described as being bounded, as follows: on the North by lands, now or formerly, of PT Builders, LLC; on the East by lands, now or formerly, of Candler County, Georgia, a political subdivision of the State of Georgia; on the South by the right-of-way of East Hiawatha Street; and on the West by lands, now or formerly, of Candler County, Georgia.

THIS QUITCLAIM DEED WAS PREPARED BY THE LAW OFFICE OF J. KENDALL GROSS, P.C., NO TITLE SEARCH WAS CONDUCTED PRIOR TO EXECUTION OF SAID DEED. AS SUCH, NO REPRESENTATIONS OR OPINIONS HAVE BEEN MADE OR GIVEN WITH RESPECT TO THE MARKETABILITY OF THE TITLE OF THE PROPERTY CONVEYED HEREIN.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim, or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor and Grantee have signed and sealed this deed, the day and year first above written.



BOARD OF COMMISSIONERS OF
CANDLER COUNTY

By *Glyn Thrift*
Glyn Thrift, Chairman

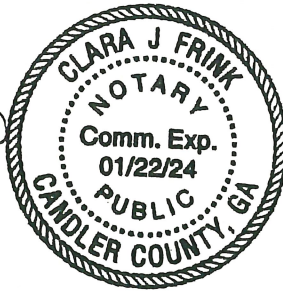
Attest: *Maranda Clark*
Kellie Lank, Clerk

Signed, sealed and delivered
in the presence of:

Kate Ouggan

Witness

Clara J Frink
Notary Public



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

August 7, 2023

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

RE: Equipment Lease - Purchase Agreement dated August 14, 2023 and Lease Schedule No. 001 thereto, dated August 14, 2023 by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Candler County, Georgia, as Lessee.

Ladies and Gentlemen:

I am attorney for Candler County, Georgia (the "Lessee") and pursuant to the above-reference transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 001 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Georgia, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Georgia to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

EXHIBIT B

Cadence Equipment Finance,
a division of Cadence Bank
Page 2

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or 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 leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

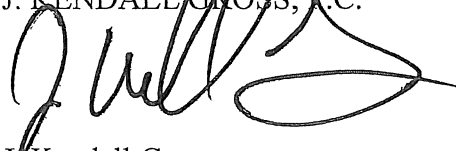
6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Georgia.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

J. KENDALL GROSS, P.C.

A handwritten signature in black ink, appearing to read 'J. Kendall Gross', written over the typed name.

J. Kendall Gross



July 7, 2023

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA 30439

Re: Master Lease No. 111691, Schedule No. 001
One (1) New 2023 Caterpillar D5 Dozer

Please find the lease documents on the above lease to be executed enclosed. An instruction sheet is attached to help in executing these documents.

Once the paperwork has been completed, please mail it back to:

Cadence Equipment Finance
Attn: Julie Crabtree
1222 Rogers Ave
Fort Smith, AR 72901

*Please be sure to enclose the original Counsel's Opinion Letter along with your original signed documents.

*Please note that Cadence Equipment Finance must be listed as 1st lienholder on titled vehicles.

If you have any questions or need further assistance, please give Jonathan King a call at 228-223-4642.

Sincerely,

A handwritten signature in cursive script that reads "Julie Crabtree".

Julie Crabtree
Sales Support
Enclosure

INSTRUCTIONS FOR EXECUTING DOCUMENTS

<u>Document</u>	<u>Instructions</u>
Agreement	Page 12 - Sign and Date
Special Stipulations <u>Exhibit A</u>	Sign and Date
Legal Counsel's Opinion -Original <u>Exhibit B</u>	Should be typed on counsel's letterhead Should be the date the Lease Schedule is signed
Lease Schedule <u>Exhibit C</u>	1st line - Date 2nd line - Date of Agreement C. Insert Lessee's fiscal year E. Insert description of Equipment (If blank) F. Insert location(s) of Equipment Page 2 - Sign and Date
Equipment Acceptance Certificate <u>Exhibit D</u>	4th line - Lease Schedule Date 7th line - Date this acceptance signed Sign and Date
Essential Use Letter	Type on your letterhead. Insert user of the Equipment and the use/purpose of the Equipment
Disbursement Request Form	Sign and Date
Resolution Original or Certified copy	Section 1. - Name of person authorized to sign Agreement and Lease Schedule (review, complete, sign and date)
Insurance Certificate or Statement	Send proof of Insurance
IRS Form 8038-G (or 8038-GC)	No. 2 - Lessee's Fed. I.D. Number Sign and Date
Invoice	<input checked="" type="checkbox"/> Advance rental <input type="checkbox"/> Payments in arrears

PLEASE RETURN ALL EXECUTED DOCUMENTS TO:

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

EQUIPMENT LEASE - PURCHASE AGREEMENT**LESSOR:**

CADENCE EQUIPMENT FINANCE,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

LESSEE:

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter , GA 30439

TERMS AND CONDITIONS OF AGREEMENT

1. Agreement.

(a) Lessee requests Cadence Equipment Finance, a division of Cadence Bank ("Lessor") to acquire the personal property (herein called "Equipment") described in the attached Lease Schedule(s). Lessee agrees to lease with an option to purchase the Equipment from Lessor and Lessor agrees to lease the Equipment to Lessee upon receipt of a duly authorized written acceptance hereof, signed by an authorized officer of Lessor at its principal office, upon the terms and conditions of this Equipment Lease - Purchase Agreement (the "Agreement"). Lessee represents, covenants and warrants, and as requested by Lessor will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State of Georgia (the "State") and is authorized by the Constitution and laws of the State and its own internal or administrative procedure to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and (ii) that this Agreement has been duly authorized, executed and delivered by Lessee and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. Lessee agrees that it will do or cause to be done all things necessary to preserve and keep this Agreement in full force and effect. Lessee further represents, covenants and warrants that Lessee has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part and that Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current calendar year. In addition, Lessee represents, covenants and warrants to Lessor that:

(i) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens;

(ii) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

(b) Lessee acknowledges that Lessor has agreed to enter into this Agreement on the condition that the interest portions of the Payments as defined in Section 5 hereof shall be deductible from gross income pursuant to Section 103 of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to Lessee's use of the Equipment and to Lessee's issuance of tax-exempt obligations. In that regard, Lessee represents, covenants and warrants that:

(i) The Equipment will not be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code), except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5 hereof: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit (within the meaning of Section 141 of the Code), except for such

use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to Lessee, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit (within the meaning of Section 141 of the Code); and

(iii) No portion of the gross proceeds of this Agreement will be used (directly or indirectly) to make or finance loans to persons other than governmental units.

(c) Lessee acknowledges and agrees that the Payments have been calculated by Lessor assuming that the interest portion of each Payment is exempt from federal income taxation. Lessee represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portions of the Payments are exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) In the event that it is determined that any of the interest components of Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Date of Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

(e) Lessee acknowledges that the representations, covenants and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Agreement and that Lessor may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

(f) *If Lessee is a County or Municipality*, the principal portion of this Agreement, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property located within Lessee's limits.

(g) *If Lessee is a School System*, the total combined annual payments due under this Agreement and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year, do not exceed 7.5% of the total local revenue collected for Lessee's maintenance and operation in the most recently completed fiscal year.

(h) The Equipment has not been the subject of a referendum that failed to receive approval of the voters of Lessee within the preceding four calendar years.

2. Equipment Delivery and Acceptance. At the request of Lessee, Lessor agrees to order the Equipment which Lessee has described in the Lease Schedule(s) from the supplier of such Equipment but shall not be liable for specific performance of this order. Lessee shall accept

such Equipment when and if delivered and placed in good repair and working order and hereby authorizes Lessor to add to this Agreement the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Agreement. Lessee shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Certificate in the form attached hereto as Exhibit D. Notice of any defects must be given to Lessor within thirty (30) days of delivery. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by Lessee, Lessor, at Lessor's option, shall have the right to cancel this Agreement.

3. Warranties. Lessor hereby assigns to Lessee for and during the term of this Agreement all manufacturer warranties and guarantees express or implied, issued on or applicable to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. LESSOR IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Lessor authorizes Lessee to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. Lessor, at its option, may provide in its purchase order that supplier agrees that any of such claims may be made by Lessee directly against suppliers. The obligation of Lessee to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of Lessee with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. Agreement Term. This Agreement shall become effective upon the execution hereof by Lessor. The initial term of this Agreement shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end at the close of the calendar year of execution and delivery and at the close of each succeeding calendar year for which this Agreement may be renewed as provided for in Section 36-60-13(d) or 20-2-506(d) of the Official Code of Georgia Annotated, as applicable. The term of this Agreement may be continued, solely at the option of Lessee, for additional successive one-year renewal terms up to the expiration of the number of periods indicated in Schedule A of the Lease Schedule(s) (hereinafter the "Agreement Term"). At the end of the initial term and at the end of each renewal term until the expiration of the Agreement Term, this Agreement shall be automatically renewed on a year-to-year basis, except upon cancellation by Lessee as provided for in Section 5 and Section 14 below. Notwithstanding the foregoing, this Agreement shall terminate absolutely and without further obligation on the part of Lessee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. This Agreement will automatically renew for additional one-year terms, not to exceed the Agreement, unless Lessee provides written notice to Lessor of its decision not to renew this Agreement sixty (60) days prior to the end of the calendar year.

5. Payments.

(a) Lessee agrees to pay to Lessor or its assignee total Payments ("Payments") set forth in Section A of the Lease Schedule(s), including the interest portions thereof, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by Lessee of Lessor as a condition precedent to payment shall be fully explained and provided to Lessor prior to execution of this Agreement. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) Lessee reasonably believes that funds can be obtained sufficient to make all Payments during the Agreement Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made. It is Lessee's present intent to make Payments for each term of this Agreement until terminated if funds are legally available therefor, and in that regard, Lessee represents that the use of the Equipment is essential to its proper efficient and economic operation and that the functions performed by the Equipment could not and will not be transferred to other equipment now available or which may be subsequently acquired for use by Lessee during the Agreement Term.

(c) In the event no funds or insufficient funds are appropriated for Payments and other sums due in any calendar year under this Agreement, Lessee shall immediately notify Lessor or its assignee of such occurrence and this Agreement shall create no further obligation of Lessee as to such calendar year and shall be null and void, except as to funds which have been previously appropriated. In such event, this Agreement shall terminate without penalty to Lessee on the last day of the calendar year for which funds were appropriated. Subsequent to such termination of this Agreement, Lessee shall have no continuing obligation to make Payments under this Agreement. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Lease Schedule(s) and shall not be removed therefrom without Lessor's prior written consent.

7. Use; Repairs. Lessee shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. Loss and Damage. Lessee shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Payments or any other obligation under this Agreement. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall:

(a) Replace the same at Lessee's expense with like equipment in good repair; or

(b) Pay Lessor in cash all of the following: (i) all amounts then owed by Lessee to Lessor under the applicable Lease Schedule, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to such Lease Schedule. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty expressed or implied.

10. Insurance. Lessee shall, during the Agreement Term, purchase and maintain insurance, or with Lessor's prior written consent may self-insure, covering specifically all Equipment of every description under this Agreement against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMEN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by Lessor and shall carry public liability and property damage insurance sufficient to protect Lessor from liability in all events. The proceeds under this insurance shall be payable to Lessee and Lessor or its assignee as additional insured as their interest may appear under the terms and conditions of this Agreement. Such proceeds shall be available to Lessee for the satisfaction of Lessee's obligations under Section 9 hereof. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

11. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's income, and excluding any sales or use tax payable to the supplier or manufacturer or the State of Georgia by Lessor on the acquisition of the Equipment and for which a credit is allowable under Title 48 of the Official Code of Georgia Annotated, as amended, against sales taxes collected by Lessor from Lessee on the periodic Rental Payments). If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. In any event, Lessee shall pay Lessor the amount thereof upon demand whether or not Lessor shall have advanced the funds for Lessee.

12. Indemnity. To the extent permitted by the laws of the State, Lessee shall indemnify

Lessor against and hold Lessor harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation; its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

13. Assignment.

(a) Without Lessor's prior consent, Lessee shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Equipment or any interest in this Agreement or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the consent of Lessee, assign, in whole or in part, its rights, title and interest in and to this Agreement, and all attachments hereto including Lease Schedule(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Agreement or the Equipment, in whole or in part and its assignee may reassign this Agreement. Lessee agrees that this Agreement may become a part of a pool of contract obligations at Lessor's option, and Lessor or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of Lessor under this Agreement. Lessee shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Agreement and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Agreement, Lessee shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of Lessor's interest herein, Lessor will cause written notice of such assignment to be sent to Lessee and, upon receipt of such notice of assignment, Lessee shall: (i) acknowledge the same in writing to Lessor; and (ii) record the assignment in Lessee's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Lessor or by Lessee to evidence the assignment. **LESSEE AGREES THAT, UPON NOTICE OF ASSIGNMENT, IF SO INSTRUCTED IT SHALL PAY DIRECTLY TO THE ASSIGNEE, WITHOUT ABATEMENT, DEDUCTION OR SETOFF, ALL AMOUNTS THAT BECOME DUE HEREUNDER.**

14. Purchase Option. At the written request of Lessee, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A to a Lease Schedule, and if Lessee is not on such Date of Payment in default pursuant to any provision of this Agreement, Lessor shall convey all of Lessor's right, title and interest in and to the Equipment described in that Lease Schedule to Lessee upon payment by Lessee of the applicable Concluding Payment and the Base Payment due on such date of Payment. Upon satisfaction by Lessee of such purchase conditions, Lessor shall deliver to Lessee a full release of any right, title or interest of Lessor in and to such Equipment.

15. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Agreement, Lessee shall indemnify and hold Lessor harmless from and against,

and shall pay Lessor, as additional payment, on demand, an amount equal to, all license, assessments, sales, use, real or personal property, gross receipts or other assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Agreement is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to Lessee, subject to immediate and automatic reversion to Lessor upon any default by Lessee or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless Lessor otherwise elects in writing.

16. Personal Property. The Equipment is, and shall at all times during the Agreement Term be and remain, personal property.

17. Security Interest. To secure all of its obligations hereunder, Lessee grants to Lessor a first and prior security interest in any and all right and interest of Lessee in the Equipment, this Agreement and Payments due under this Agreement. Lessee agrees that this Agreement may be filed as a financing statement evidencing such security interest, and agrees that Lessor may file financing statements and other instruments necessary or appropriate to evidence such security interest. Lessee further agrees that the Uniform Commercial Code of the State shall apply as between the parties hereto and assignees of Lessor.

18. Events of Default. Lessee shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Nonpayment when due or within six (6) days thereafter of any Payment of rent or other sum owing hereunder;

(b) Breach of any other covenant or agreement in this Agreement and the continuance of such breach for a period of 10 consecutive days following Lessee's receipt of written notice thereof from Lessor;

(c) If any representation or warranty made by Lessee or by any agent or representative of Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto proves to be incorrect at any time in any material respect;

(d) If Lessee shall dissolve or become insolvent or bankrupt, commit any act of bankruptcy, make any assignment for the benefit of, or enter into an arrangement or composition with creditors, suspend or terminate the transaction of its usual business or consent to the appointment of a trustee or receiver or if a trustee or receiver shall be appointed for Lessee or for a substantial part of its property, or if bankruptcy, reorganization arrangements or similar

proceedings shall be instituted by or against Lessee;

(e) If any order, judgment or decree shall be entered against Lessee by a court of competent jurisdiction and such order, judgment or decree shall continue unpaid or unsatisfied for any period in excess of 60 consecutive days without a stay of execution, or if a writ or order of attachment, execution or other legal process shall be issued in connection with any action or proceeding against Lessee or its property whereby any of the Equipment or any substantial part of Lessee's property may be taken or restrained;

(f) If Lessee shall default in the performance of any obligation or in payment of any sum due to Lessor under any other lease, contract, agreement, arrangement or understanding;

(g) If any indebtedness of Lessee for borrowed money shall become due and payable by acceleration of the maturity date thereof; or

(h) If Lessor, in the exercise of reasonable judgment, shall determine that Lessee is generally not paying its debts as such debts become due. In addition, Lessee shall give Lessor 5 days' written notice prior to the filing of any voluntary petition of bankruptcy, written notice upon commencement of an involuntary bankruptcy proceeding, or written notice prior to taking any action with respect to all or any items of the Equipment in bankruptcy proceedings, and shall include in said written notice the venue of the anticipated proceedings and a copy of any relevant pleadings with respect thereto. Failure to give said written notice within the time as specified shall constitute an event of default hereunder and shall cause an immediate termination of this Agreement as to all items of Equipment. Said default and termination, however, shall not constitute an election of remedies and Lessor shall retain its rights to such other remedies as may be set forth in this Agreement.

19. Remedies of Default. Upon the occurrence of any event of default and at any time thereafter, Lessor, acting alone and/or through its agents, may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect:

(a) Declare the unpaid principal balance plus accrued interest to date through the end of the then current calendar year under this Agreement to be immediately due and payable without notice or demand;

(b) Terminate this Agreement as to any or all items of Equipment;

(c) Without notice, demand, liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the leased Equipment may be, or is believed to be by Lessor, and repossess all or any item thereof, disconnecting and separating all or so much thereof as may be required to disconnect or separate same from any other property, Lessee hereby expressly waiving all further rights to possession of the Equipment and all claims for injuries suffered through or loss caused by such repossession;

(d) Cause Lessee, at Lessee's expense, promptly to return the Equipment to Lessor, at such place as Lessor may designate, in the condition set forth above;

(e) Use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or at any other location without affecting the obligations of Lessee as provided in this Agreement;

(f) Sell or lease the Equipment or any part thereof, at public auction or by private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee, and, if notice thereof is required by law, any notice in writing of any such sale or lease by Lessor to Lessee not less than 10 days prior to the date thereof shall constitute reasonable notice thereof;

(g) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof; or

(h) Exercise any and all rights accruing to Lessor under any applicable law upon a default by Lessee. In addition, Lessor shall be entitled to recover immediately as liquidated damages for the loss of a bargain and not as a penalty, a sum equal to the aggregate of the following:

(i) All unpaid Payments or other sums which are due and payable through the end of the then current calendar year;

(ii) Any expense paid or incurred by Lessor in connection with the collection of such unpaid Payments and with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and legal expenses, and

(iii) The purchase option price, less the net amount of the recovery, if any, actually received by Lessor from insurance or otherwise. Additionally, the measure of liquidated damages as set forth hereinabove shall be applicable to fix the damages accruing for the unexpired portion of this Agreement Term if this Agreement is not assumed by the Lessee in a bankruptcy proceeding. Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto.

None of the remedies of Lessor under this Agreement are intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or in equity. Lessee agrees to pay Lessor all attorneys' fees and all costs and expenses incurred by Lessor in connection with the enforcement of the terms of this Agreement or any right or remedy hereunder. Any repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar any action for a deficiency as herein provided and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. Lessee waives any and all rights to notice and to a judicial hearing with respect to the repossession of the Equipment by Lessor in the event of a

default hereunder by Lessee.

20. Amendments and Addendums. This Agreement may be amended or any of its terms modified only by written consent of Lessee and Lessor or its assignee.

In the event Lessee desires to buy other equipment, the parties may execute an addendum to this Agreement with respect to such other equipment by (i) executing a Lease Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by this Agreement. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

- (a) This Agreement, which provides basic terms and conditions;
- (b) An executed Lease Schedule and acceptance certificate; and
- (c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the delivery order, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. Notices. All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by the provisions hereof and by the laws of the State of Georgia.

24. Delivery of Related Documents. Lessee will execute or provide as required by Lessor, the following documents and information in form and substance satisfactory to Lessor:

- (a) Equipment Acceptance Certificate;
- (b) Legal opinion of counsel as described in Section 1 above;
- (c) Statement of Lessee describing the essential functions and uses of the Equipment;

- (d) Documents evidencing title and delivery;
- (e) Maintenance contract regarding Equipment, if any;
- (f) Uniform Commercial Code Financing Statements;
- (g) Certificates of liability and casualty insurance naming Lessor and its assigns as additional insureds;
- (h) Invoicing instructions; and
- (i) Other documents as reasonably requested by Lessor.

25. Entire Agreement; Waiver. This Agreement, together with the Lease Schedule(s) and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the Equipment. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Execution in Counterparts; Electronic Transaction. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. In addition; the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. Role of Lessor. Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

[Signature page follows.]

28. Special Stipulations. Any amendment to the terms of this Agreement will be set forth in Exhibit A attached hereto ("Special Stipulations").

LESSOR:

Cadence Equipment Finance
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

Date: _____

Lessee:

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA30439

By: [Signature] _____

Title: Chairman _____

Date: August 14, 2023 _____

SPECIAL STIPULATIONS


LESSOR: Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

Date: _____

LESSEE: Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA 30439

By:  _____

Title: Chairman

Date: August 14, 2023

--NONE--

EXHIBIT A

**THIS IS THE FORM TO BE USED FOR A LEGAL OPINION OF THE LESSEE'S
LEGAL COUNSEL. IT SHOULD BE TYPED ON THE COUNSEL'S LETTERHEAD:**

_____, 20____

Cadence Equipment Finance,
a division of Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

Re: Equipment Lease - Purchase Agreement dated _____ and
Lease Schedule No. 001 thereto, dated _____, by and between Cadence Equipment
Finance, a division of Cadence Bank, as Lessor, and Candler County, Georgia, as Lessee.

Ladies and Gentlemen:

I am attorney for Candler County, Georgia (the "Lessee") and pursuant to the above-referenced transaction, I am familiar with the above-referenced Equipment Lease - Purchase Agreement and Lease Schedule No. 001 thereto (together, the "Agreement").

Based on the examination of the Agreement and such other documents, records and papers as I deemed to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of Georgia, and has a substantial amount of at least one of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. Lessee is authorized by the Constitution and laws of the State of Georgia to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding obligation of the Lessee enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

Cadence Equipment Finance,
a division of Cadence Bank
Page 2

4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Lessee or 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 leased equipment pursuant to, any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound.

5. There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which if adversely determined, will have a material adverse effect on the ability of the Lessee to perform its obligations under the Agreement.

6. The equipment subject to the Agreement is personal property and when subjected to use by the Lessee, will not be or become fixtures under the laws of the State of Georgia.

7. All required open meeting laws and public bidding procedures regarding the award and approval of the Agreement have been followed by the Lessee.

You and your successors and assigns are entitled to rely upon this opinion.

Sincerely,

111691 71038-001

LEASE SCHEDULE NO: 001Dated as of: August 14, 2023
111691

To Agreement No:

THIS LEASE SCHEDULE is issued pursuant to an Equipment Lease - Purchase Agreement dated as of August 14, 2023 (the "Agreement"), between the parties for the acquisition of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

A. PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Payments required under the Agreement for the Equipment designated on this Lease Schedule are included in Schedule A. A portion of each Payment is paid as and represents payment of interest as set forth in Schedule A hereto. Payments shall be due as set forth in **Schedule A** hereto. Lessee shall pay transportation and/or delivery costs, if any, as set forth in Schedule B hereto.

B. LATE PAYMENTS.

There will be a charge of \$0 per month based on the amount of any Payments which remain unpaid for six (6) days after the due date.

C. FISCAL YEAR.

Lessee's fiscal year period is from July 1 to June 30.

D. CONCLUDING PAYMENT.

Lessee shall have the option to purchase the Equipment described herein in accordance with Section 14 of the Agreement upon payment of the Concluding Payment Amount set forth in Schedule A hereto plus the payment then due.

E. EQUIPMENT DESCRIPTION.

The Equipment as defined in the Agreement includes the following: One (1) 2023 Caterpillar D5 LGP VPAT Dozer (S/N: 0H9Z00889)

EXHIBIT C

F. LOCATION.

1075 E Hiawatha St Suite A, Metter, GA 30493.

G. ALTERNATIVE INTEREST RATES.

1. Loss of interest deductibility under the Agreement with respect to a change in designation of the Agreement as a "qualified tax-exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended, will incur a rate of not less than 5%.

2. Loss of tax-exempt interest under the Agreement (as described in Section 2(d) of the Agreement) will incur a rate of not less than 5%.

H. REPRESENTATIONS.

THE TERMS GOVERNING THIS LEASE SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

Lessor shall not be bound by this Lease Schedule until it is executed by an authorized officer of Lessor at Lessor's principal place of business.

DATED as of the day and year first above stated on this Lease Schedule.

LESSOR:

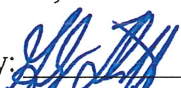
Cadence Equipment Finance, a division of
Cadence Bank
1222 Rogers Ave
Fort Smith, AR 72901

By: _____

Title: _____

LESSEE:

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA 30439

By:  _____
Title: Chairman

DRAFT COPY - PAYMENT DUE DATE WILL BE AMENDED AT CLOSING

Nominal Annual Rate:

5.780%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	07/06/2023	407,700.00	1		
2 Lease Payment	07/06/2023	66,183.32	5	Annual	07/06/2027
3 Payment	07/06/2028	149,221.00	1		

TValue Amortization Schedule - Normal, 30E3/360

Date	Lease Payment	Payment	Interest	Principal	Balance
Lease 07/06/2023					407,700.00
1 07/06/2023	66,183.32		0.00	66,183.32	341,516.68
2023 Totals	66,183.32	0.00	0.00	66,183.32	
2 07/06/2024	66,183.32		20,271.09	45,912.23	295,604.45
2024 Totals	66,183.32	0.00	20,271.09	45,912.23	
3 07/06/2025	66,183.32		17,545.92	48,637.40	246,967.05
2025 Totals	66,183.32	0.00	17,545.92	48,637.40	
4 07/06/2026	66,183.32		14,658.99	51,524.33	195,442.72
2026 Totals	66,183.32	0.00	14,658.99	51,524.33	
5 07/06/2027	66,183.32		11,600.71	54,582.61	140,860.11
2027 Totals	66,183.32	0.00	11,600.71	54,582.61	
Payment 07/06/2028		149,221.00	8,360.89	140,860.11	0.00
2028 Totals	0.00	149,221.00	8,360.89	140,860.11	
Grand Totals	330,916.60	149,221.00	72,437.60	407,700.00	

EQUIPMENT ACCEPTANCE CERTIFICATE

TO: Cadence Equipment Finance, a division of Cadence Bank

RE: Lease Schedule No. 001 dated August 14, 2023 to Equipment Lease-Purchase Agreement dated August 14, 2023 (together, the "Agreement"), by and between Cadence Equipment Finance, a division of Cadence Bank, as Lessor, and Candler County, Georgia, as Lessee

This is to acknowledge that the delivery and/or installation of the Equipment, described in the above-referenced Lease Schedule has been completed in accordance with the terms of the above-referenced Equipment Lease - Purchase Agreement and that Lessee has duly delivered to and received in proper form all purchase orders, invoices or such forms or documents required by Lessee to assure commencement of Payments on _____, in accordance with Section 2 of the Agreement.

The undersigned has inspected said Equipment. Said Equipment satisfies provisions of Section 2 of the above-referenced Agreement, and it is accepted according to the provisions contained therein.

LESSEE:

Candler County, Georgia

By: [Signature]

Title: Chairman

Date: August 23, 2023

EXHIBIT D

**BOARD OF COMMISSIONERS
OF CANDLER COUNTY**

Glyn Thrift
Chairman

Bryan Aasheim
County Administrator

Brad Jones
Vice-Chairman

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

August 14, 2023

Cadence Equipment
Finance, a division of
Cadence Bank 1222 Rogers
Ave
Fort Smith, AR 72901

RE: Equipment Lease - Purchase Agreement dated August 14, 2023 and
Lease Schedule No. 001, dated August 14, 2023 (together, the "Agreement")

Ladies and Gentlemen:

The equipment purchased under the above-referenced Agreement, and associated peripheral equipment that we are buying under said Agreement, will be used by the Candler County Public Works. The equipment will not be used in any private business or put to any private business use.

The functions of the equipment will include Landfill and Construction use and are deemed to be essential to the efficient operation of the Candler County Landfill and Public Works Department.

Sincerely,



Bryan Aasheim
Candler County Administrator

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

DISBURSEMENT REQUEST

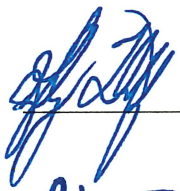
Pursuant to that certain Municipal Lease Contract No. 002-0071038-001 dated effective _____ between Candler County, Georgia and CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK, the parties hereto hereby request disbursement of funds in the amount and manner described below.

Please disburse to: YANCY CAT

Amount to disburse: \$407,700.00

Form of disbursement: WIRE

IN WITNESS WHEREOF: the parties hereto have executed this Agreement in multiple counterparts, each of which is and shall be considered an original for all intents and purposes, effective as of the date first written above.

By:  _____

Name: Glyn Thraft

Title: Chairman

Date: August 14, 2023

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT - LEASE PURCHASE AGREEMENT WITH CADENCE EQUIPMENT FINANCE, A DIVISION OF CADENCE BANK

WHEREAS, Board of Commissioners (the "Governing Body") of Candler County, Georgia (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease - Purchase Agreement with the Lease Schedule and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (collectively, the "Agreement") with Cadence Equipment Finance, a division of Cadence Bank (the "Lessor"), for the purpose of leasing with an option to purchase the equipment as described therein for the total cost specified therein (the "Equipment").

2. It is in the best interest of the public purposes of the Lessee that the Lessee lease with an option to purchase the Equipment pursuant to and in accordance with the terms of the Agreement; and

3. It is necessary for the Lessee to approve and authorize the Agreement.

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Glyn Thrift, Chairman (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2023.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Section 7. The Lessee desires to designate the Agreement as a "qualified tax-exempt obligation" of the Lessee, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code"). The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by the Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. The Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Agreement, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to the Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

Following the reading of the foregoing resolution, Commissioner Hendrix moved that the foregoing resolution be adopted. Vice-Chairman Jones seconded the motion for its adoption. The Chairman, Glyn Thrift put the question to a roll call vote and the result was as follows:

<u>Glyn Thrift</u>	Voted: <u>Yes</u>
<u>Brad Jones</u>	Voted: <u>yes</u>
<u>Blake Hendrix</u>	Voted: <u>yes</u>
<u>David Robinson</u>	Voted: <u>yes</u>
_____	Voted: _____
_____	Voted: _____
_____	Voted: _____

The motion having received the affirmative vote of all members present, the declared the motion carried and the resolution adopted, this the 7th day of August, 2023

[Signature]
(Signature)

ATTEST:

Maranda K. Oantz



111691
002-0071038-001

TO BE COMPLETED BY INSURANCE AGENT

CERTIFICATION OF INSURANCE PROTECTION ON FINANCED EQUIPMENT

This is to certify that the policies enumerated below have been issued to the Named Insured (Lessee).

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA 30439

Description of Property Financed to above Named Insured by Lessor named below (Lessor) includes the following:

One (1) 2023 Caterpillar D5 LGP VPAT Dozer (S/N: 0H9Z00889)

Lessee shall maintain:

ALL RISK PROPERTY INSURANCE covering all risk of physical loss to each item of equipment described above for the actual value of such item(s). Including Cadence Equipment Finance, a division of Cadence Bank (Lessor) as LOSS PAYEE, and an endorsement or certificate issued to Lessor stating that payment of any loss will be made to Cadence Equipment Finance, a division of Cadence Bank and the Lessee.

Policy Number _____
Insurance Company _____
Policy Period Effective Date _____ Expiration Date _____
Amount of Insurance _____ Deductible (if any) 5,000 (MAX) _____

The above policy(s) will not be altered or cancelled by the insurer without ten (10) days prior written notice to: Cadence Equipment Finance, a division of Cadence Bank
1222 Rogers Ave.
Fort Smith, AR 72901

This Certificate of Insurance Protection will serve as evidence of required coverage by the Lessee until certificates and/or endorsements are issued directly to Cadence Equipment Finance, a division of Cadence Bank. Please forward to CEF via email: CEFinfo@cadencebank.com or fax: 800-322-1611

Name and address of AUTHORIZED REPRESENTATIVE

(SIGNATURE OF INSURANCE REPRESENTATIVE)

DATE

PHONE

670

**Cadence Equipment Finance
1222 Rogers Ave
Fort Smith, AR 72901**

INVOICE

(Please return a copy of this invoice with your payment)

July 6, 2023

Candler County, Georgia
1075 E Hiawatha St Suite A
Metter, GA 30439

Reference: Equipment Lease Schedule 002-0071038-001

Advance Payment \$ 66,183.32

TOTAL AMOUNT DUE: \$ 66,183.32

THANK-YOU
Due at the time of closing

Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

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

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Candler County, Georgia		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
1075 E Hiawatha St Suite A		3	
6 City, town, or post office, state, and ZIP code Metter, GA 30439		7 Date of issue	
8 Name of issue Municipal Lease Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶ One (1) New 2023 Caterpillar D5 Dozer	18 407,700.00
19a If bonds are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
b If bonds are BANs, check only box 19b ▶ <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>	

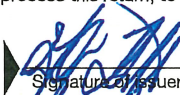
Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 407,700.00	\$	5 years	5.78 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
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 refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	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 tax-exempt bonds to be refunded ▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

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 (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		August 14, 2023	Glyn Thraft, Chairman	
Paid Preparer Use Only	Print/type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

Cadence Equipment Finance, a division of Cadence Bank

Authorization Agreement for Direct Payment (ACH Debits)

I (We) hereby authorize Cadence Equipment Finance, a division of Cadence Bank to initiate debit entries to my (our) checking account indicated below at Depository named below to debit the same to such account.

Customer Name Candler County, Georgia

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number _____ Account Number _____

Please provide the contract number*** to which this payment will be applied:

Contract Number 002-0071038-001 Payment Amount \$ 64,825.28

This authorization is to remain in full force and effect until the Bank listed above or Cadence Equipment Finance, a division of Cadence Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Bank and Depository a reasonable opportunity to act on it.

Name(s) _____ Signature  _____
(Please Print)

(Please Print) Signature _____

Date _____

*****Please note that for each contract individually, a form must be filled out and signed*****