

AGENDA
REGULAR MEETING
5:30 P.M.
August 21, 2023

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Public Building Authority/Candler County Jail Project
 - a. Consideration of a Resolution to ratify the Bond Resolution of the Candler County Public Building Authority authorizing the issuance of its Series 2023 Revenue Bonds and approving the form of the Lease Contract between the County and the Authority for the detention center complex project
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
6. Application for Commission approval, permit or variance –
 - a. Telecommunications Tower Permit – Radio Jones, LLC; Dennis Jones – Appearing before the commission to request a permit and/or a variance to install a 335’ foot radio tower to be located on Cal Maine Rd (Parcel #069 033)
7. Approval of Minutes – August 7, 2023 Called Meeting and August 7, 2023 1st Regular Meeting
8. Old Business
 - a. Consideration of bids submitted for performance of work related to the 2023 LMIG and supplemental projects
 - i. Discussion regarding a proposal from the owner of Crabby Ln for a reduction in the cost share of the resurfacing costs for the private road to be paid by the property owner
 - b. 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
9. New Business
 - a. Consideration of a request from the City of Metter that the Candler County Board of Commissioners deed Airport Rd to the City of Metter
 - b. Consideration of a resolution of the Board of Commissioners of Candler County, Georgia imposing a county one percent sales and use tax as authorized by part 1 of Article 3 of chapter 8 of title 48 of the official code of Georgia, specifying the purposes for which the proceeds may be used, specifying the time for which the tax shall be imposed, specifying the estimated cost of the facilities to be funded from the proceeds of such tax; seeking approval to issue general obligation debt; requesting the election superintendent to call an election of the voters of Candler County to approve the imposition of such sales and use tax; approving the form of the ballot to be used in such an election, and for other purposes
 - c. Consideration of a resolution of the Board of Commissioners of Candler County, Georgia, approving and authorizing the execution, by the Chairman of the Board of Commissioners, of an Intergovernmental Agreement between the County and certain municipalities of Candler County concerning a county one percent special purpose local option sales and use tax enacted pursuant to O.C.G.A. § 48-8-110 et seq.; Repealing prior resolutions in conflict; and for other purposes
 - d. Consideration of a proposal from Spatial Engineering for RightSpot GIS Services for a contract period in the amount of \$28,800

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- e. Consideration of a proposal from Davis Heating & Air for replacement of units #27 (\$9,759.36) and #32 (\$6,693.24) located at 25 Daniel Street and request from the County Administrator for appropriation of SPLOST to replace the HVAC systems under the county HVAC maintenance agreement

10. Report from Chairman
11. Report from County Administrator
12. Report from Attorney
13. Reports from Commissioners
14. Executive Session
15. Adjournment

Board of Commissioners of Candler County
Regular Meeting
August 21, 2023
5:30 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, August 21, 2023, at 5:30 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 Gregory Thomas in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank, and County Attorney Kendall Gross and attorney Cindy Delgado. Commissioner Blake Hendrix listened remotely, but abstained from voting during this meeting. Guests attending this meeting included: Engineer Melvin Johnson with EMC Engineering Inc.; Trey Monroe with Stifel Public Finance; and, Attorneys Jon Pannell and Stephen Swinson with GPW Law firm. Jerri Goodman was present representing the Metter Advertiser.

Call to Order

Vice-Chairman Jones called the meeting to order at 5:34 p.m.

Invocation and Pledge of Allegiance –

Commissioner Thomas delivered the invocation and Vice-Chairman Jones led the *Pledge of Allegiance*.

Approval of Agenda

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

9. New Business...

- e. Consideration of a proposal from Davis Heating & Air for replacement of units #27 (\$9,759.36) and #32 (\$6,693.24) located at 25 Daniel Street and request from the County Administrator for appropriation of SPLOST to replace the HVAC systems under the county HVAC maintenance agreement**

Commissioner Robinson made a motion to approve the agenda as requested. Commissioner Thomas provided a second. The motion carried 3-0.

Public Building Authority / Candler County Jail Project

Consideration of a Resolution to ratify the Bond Resolution of the Candler County Public Building Authority authorizing the issuance of its Series 2023 Revenue Bonds and approving the form of the Lease Contract between the County and the Authority for the detention center complex project

Administrator Aasheim requested the Board consider ratifying the bond resolution of the Candler County Public Building Authority authorizing the issuance of its Series 2023 Revenue Bonds and approving the form of the lease contract between County and the Authority for the detention center complex project. The Board previously heard the details presented by Mr. Trey Monroe during the Public Building Authority meeting, and agreed to move forward with adopting this resolution.

Commissioner Tomas made a motion to adopt the Resolution to ratify the Bond Resolution of the Candler County Public Building Authority authorizing the issuance of its Series 2023 Revenue Bonds and approving the form of the Lease Contract between the County and the Authority for the detention center complex project. Commissioner Robinson provided a second. The motion carried 3-0. (Exhibit A)

Citizens wishing to address the Commission There were no citizens present to address the Commissioners.

Chairman Thrift entered the meeting at 5:40 p.m.

Chairman Thrift requested that Vice-Chairman Jones continue chairing this meeting as he would need to excuse himself prior to adjournment. Vice-Chairman Jones agreed to continue presiding over this meeting.

Application for Commission approval, permit or variance –

Telecommunications Tower Permit – Radio Jones, LLC; Dennis Jones – Appearing before the commission to request a permit and/or a variance to install a 335’ foot radio tower to be located on Cal Maine Rd (Parcel #069 033)

Administrator Aasheim requested this item be tabled until the September 18, 2023 second monthly meeting.

Commissioner Thomas made a motion to table the application for a Telecommunications Tower Permit – Radio Jones, LLC; Dennis Jones – Appearing before the commission to request a permit and/or a variance to install a 335’ foot radio tower to be located on Cal Maine Rd (Parcel #069 033).

Commissioner Robinson provided a second. The motion carried 4-0.

Approval of Minutes – August 7, 2023 Called Meeting and August 7, 2023 1st Regular Meeting

Vice-Chairman Jones made a motion to approve the August 7, 2023 Called Meeting and August 7, 2023 1st 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 and supplemental projects

Administrator Aasheim opened the floor to Engineer Melvin Johnson to elaborate further on the six proposals received for performance work related to the 2023 LMIG supplemental projects specifically a comparison of the costs associated with the Macwac Lake Road culvert repair as listed below:

-Proposal #1 submitted by Site Mix Pressure Grouting, LLC

Grout Injection method cost \$33,980.00 plus \$282.00 per square cubic yard for material used over the initial 26 cubic yards.

-Proposal #2 submitted by Y-Delta, Inc.

Cure-in-Place – Pipelining method cost \$278,095.00

-Proposal #3 submitted by Sikes, Brothers, Inc.

Cast in concrete place-centrifugal casting pipe method cost \$315,145.00

-Proposal #4 submitted by Sikes Brothers, Inc

Cure-in-place-pipelining costs \$381,705.00

-Proposal #5 submitted by Sikes Brothers, Inc.

SnapTite Liner HDPE Pipe cost \$586,505.00

-Proposal #6 submitted by Sikes Brothers, Inc.

Install New corrugated metal pipe cost \$355,373.10

Vice-Chairman Jones made a motion to select Proposal #6 submitted by Sikes Brothers, Inc. to install New corrugated metal pipe cost \$355,373.10 for the Macwac Lake Road culvert repair as the add alternate for the 2023 LMIG supplemental project. Commissioner Thomas provided a second. The motion carried 3-1, with Commissioner Robinson voting against the motion.

Administrator Aasheim update the Commissioners regarding the sub-item **Discussion regarding a proposal from the owner of Crabby Ln for a reduction in the cost share of the resurfacing costs for the private road to be paid by the property owner**

Administrator Aasheim explained the property owner on Crabby Lane. The landowner has expressed to him that he does not think he should be responsible for paying for traffic control which is included on a line item in the cost of repairs. Administrator Aasheim said he explained to the property owner that there is a mobilization cost and traffic control would need to be on site and this amount is subject to the pro-rata share between the public and private property portions of this project. The property owner disagreed. Aasheim responded that he would bring it before the Commissioners for a decision. Administrator Aasheim outlined the public and private costs of the Fortner Road resurfacing. Attorney Gross advised that the County cannot legally resurface the private portion of Crabby Lane without it being a gratuity to the property owner.

Chairman Thrift made a motion to resurface only the public right-of-way on Fortner Road with asphalt excluding Crabby Lane for the price of \$137,852.50. Vice-Chairman Jones provided a second. The motion carried 4-0.

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

Vice-Chairman Jones updated the Board on the arrival date and availability for installing additional lighting fixtures for the Candler County Recreation Department fields 1-3 to complete the Recreation Lighting Project for less than \$7,500.00. Administrator Aasheim requested an appropriation of not more than \$7,500 of SPLOST funds to have the remaining lighting fixtures installed by Riley Brown Electric on fields 1-3 to complete the Recreation Department Lighting project.

Commissioner Robinson made a motion to designate not more than \$7,500 of SPLOST funds to hire Riley Brown Electric to preform the installation of additional lighting fixtures for the Candler County Recreation Department fields 1-3 to complete the Recreation Lighting Project. Commissioner Thomas provided a second. The motion carried 4-0.

New Business

Consideration of a request from the City of Metter that the Candler County Board of Commissioners deed Airport Rd to the City of Metter

Administrator Aasheim presented a request from the City of Metter for the Candler County Board of Commissioners to deed Airport Road to the City of Metter. After a discussion of the City's intent to resurface Airport Road and future annexation plans, the discussion turned to no vested interest in the County continuing to maintain ownership of the road. Discussion of whether the City Attorney or the County Attorney should prepare the quit claim deed of Airport Road. Attorney Gross stated his office could handle the process should the Commissioners choose to authorize him to do so. The Commissioners then authorized the County Attorney to prepare the quit claim deed for Airport Road to the City of Metter.

Chairman Thrift made a motion to deed Airport Rd to the City of Metter. Commissioner Thomas provided a second. The motion carried 3-1, with Commissioner Robinson voting against the motion.

Consideration of a resolution of the Board of Commissioners of Candler County, Georgia imposing a county one percent sales and use tax as authorized by part 1 of Article 3 of chapter 8 of title 48 of the official code of Georgia, specifying the purposes for which the proceeds may be used, specifying the time for which the tax shall be imposed, specifying the estimated cost of the facilities to be funded from the proceeds of such tax; seeking approval to issue general obligation debt; requesting the election superintendent to call an election of the voters of Candler County to approve the imposition of such sales and use tax; approving the form of the ballot to be used in such an election, and for other purposes

Administrator Aasheim requested the consideration of a resolution of the Board of Commissioners of Candler County, Georgia imposing a county one percent sales and use tax as authorized by part 1 of Article 3 of Chapter 8 of title 48 of the official code of Georgia, specifying the purposes for which the proceeds may be used, specifying the time for which the tax shall be imposed, specifying the estimated cost of the facilities to be funded from the proceeds of such tax; seeking approval to issue general obligation debt; requesting the election superintendent to call an election of the voters of Candler County to approve the imposition of such sales and use tax; approving the form of the ballot to be used in such an election, and for other purposes.

Commissioner Robinson made a motion to adopt the resolution of the Board of Commissioners of Candler County, Georgia imposing a county one percent sales and use tax as authorized by part 1 of Article 3 of chapter 8 of title 48 of the official code of Georgia, specifying the purposes for which the proceeds may be used, specifying the time for which the tax shall be imposed, specifying the estimated cost of the facilities to be funded from the proceeds of such tax; seeking approval to issue general obligation debt; requesting the election superintendent to call an election of the voters of Candler County to approve the imposition of such sales and use tax; approving the form of the ballot to be used in such an election, and for other purposes. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit B)

Consideration of a resolution of the Board of Commissioners of Candler County, Georgia, approving and authorizing the execution, by the Chairman of the Board of Commissioners, of an Intergovernmental Agreement between the County and certain municipalities of Candler County concerning a county one percent special purpose local option sales and use tax enacted pursuant to O.C.G.A. § 48-8-110 et seq.; Repealing prior resolutions in conflict; and for other purposes

Administrator Aasheim requested the Commissioner consider the adopting the resolution of the Board of Commissioners of Candler County, Georgia, approving and authorizing the execution, by the Chairman of the Board of Commissioners, of an Intergovernmental Agreement between the County and certain municipalities of Candler County concerning a county one percent special purpose local option sales and use tax enacted pursuant to O.C.G.A. § 48-8-110 et seq.; Repealing prior resolutions in conflict; and for other purposes.

Commissioner Robinson made a motion to adopt a resolution of the Board of Commissioners of Candler County, Georgia, approving and authorizing the execution, by the Chairman of the Board of Commissioners, of an Intergovernmental Agreement between the County and certain municipalities of Candler County concerning a county one percent special purpose local option sales and use tax enacted pursuant to O.C.G.A. § 48-8-110 et seq.; Repealing prior resolutions in conflict; and for other purposes. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit C)

Consideration of a proposal from Spatial Engineering for RightSpot GIS Services for a contract period in the amount of \$28,800

Administrator Aasheim presented a proposal from Spatial Engineering for RightSpot GIS services for a contract period from November 5, 2023 to November 4, 2024 at a cost of \$28,800.00. There is no price increase from prior year, and this is a necessary service.

Commissioner Thomas made a motion to accept a proposal from Spatial Engineering for RightSpot GIS Services for a contract period in the amount of \$28,800.00. Commissioner Robinson provided a second. The motion carried 4-0. (Exhibit D)

Consideration of a proposal from Davis Heating & Air for replacement of units #27 (\$9,759.36) and #32 (\$6,693.24) located at 25 Daniel Street and request from the County Administrator for appropriation of SPLOST to replace the HVAC systems under the county HVAC maintenance agreement

Administrator Aasheim requested the Board consider a proposal from Davis Heating & Air for replacement of units #27 (\$9,759.36) and #32 (\$6,693.24) located at 25 Daniel Street and a request from the County Administrator for an appropriation of SPLOST for the replacement under the county HVAC maintenance agreement.

Vice-Chairman Jones made a motion to accept the proposal from Davis Heating & Air for replacement of units #27 (\$9,759.36) and #32 (\$6,693.24) located at 25 Daniel Street and request from the County Administrator for appropriation of SPLOST to replace the HVAC systems under the county HVAC maintenance agreement. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit E)

Report from Chairman

Chairman Thrift had nothing to report at this meeting.

Report from County Administrator

Administrator Aasheim reported on the following item:

- Requested direction on the 2023 Tax Digest
 - The Board requested staff prepare according to no rollback and schedule the three public hearings as required for a tax increase.
- Confirmed it was still the desire of the Commission to hold the 1st meeting in September on Tuesday, September 5, 2023.

Report from Attorney

Attorney Gross had nothing to report at this meeting.

****Chairman Thrift left the meeting at 6:36 p.m.****

Reports from the Commissioners

Commissioner Thomas representing Commission District 1, had nothing to report.

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

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

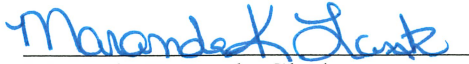
Commissioner Hendrix representing Commissioner District 4, had nothing to report remotely.

Executive Session -

There was no call for an executive session during this meeting.

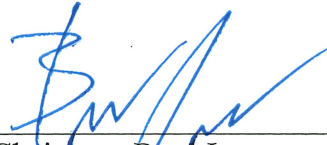
Adjournment

Commissioner Thomas moved to adjourn the meeting at 6:24 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk

Attest



Vice-Chairman, Brad Jones presiding

Exhibit A

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA (THE "COUNTY") RATIFYING A BOND RESOLUTION ADOPTED BY THE CANDLER COUNTY PUBLIC BUILDING AUTHORITY (THE "AUTHORITY") AUTHORIZING THE ISSUANCE OF ITS SERIES 2023 REVENUE BONDS; TO AUTHORIZE A LEASE CONTRACT WITH THE AUTHORITY; TO AUTHORIZE THE PROPER OFFICERS OF THE COUNTY TO TAKE SUCH ACTIONS RELATING TO THE ISSUANCE AND DELIVERY OF THE BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the County is a political subdivision of the State of Georgia and a governmental body as defined in the Revenue Bond Law of the State of Georgia, codified in Official Code of Georgia Annotated § 36-82-60 through § 36-82-85 (the "Revenue Bond Law"); and

WHEREAS, the Authority was created by an act of the General Assembly of the State of Georgia, Ga. Laws 2004, p. 4474 (the "Act"), which authorizes the Authority to acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease, and dispose of "projects" which is defined in the Act to include all: (a) buildings and facilities necessary or convenient for the efficient operation of Candler County, Georgia, or any department, agency, division, or commission thereof, the Candler County School District, or any other political subdivision or municipality of the State of Georgia located within Candler County, Georgia, and (b) any "undertaking" permitted by the Revenue Bond Law; and

WHEREAS, the County is authorized pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to contract for any period not exceeding 50 years with the Authority for joint services, for the provision of services or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, at the request of the County, the Authority adopted a bond resolution on August 21, 2023 (the "Bond Resolution") providing for the issuance of its CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BONDS (CANDLER COUNTY PROJECT), SERIES 2023, in the aggregate principal amount of \$9,380,000 (the "Series 2023 Bonds"), to provide financing to pay the costs of acquiring, constructing and equipping a new detention center complex for use by the County, as more particularly described in the plans and specifications therefore on file with the County (the "Project"), and to pay the costs of issuance of the Series 2023 Bonds; and

WHEREAS, payment of the Series 2023 Bonds shall be secured by a first and prior pledge of and charge on the Basic Rent (as defined in the Lease) to be paid henceforth by the County for the use of the Project pursuant to the provisions of an intergovernmental lease contract to be entered into as of the date of issuance and delivery of the Series 2023 Bonds (the "Lease"), the form of which is on file with the County; and

WHEREAS, the Lease provides for the payment by the County, as Lessee, to the Authority, or to its assignee for the account of the Authority, of the amounts to be set forth in the Lease

sufficient to pay the principal of and interest due on the Series 2023 Bonds as the same shall become due and payable; and

WHEREAS, upon payment in full of the Series 2023 Bonds, any parity bonds or other obligations issued by the Authority to finance the Project, the Authority will convey title to the Project to the County without any further consideration; and

WHEREAS, it is proper that the Board of Commissioners ratify and approve the actions of the County Administrator and the actions of the Authority in authorizing the issuance of the Series 2023 Bonds, and it is further necessary to authorize the Chairman or Vice Chairman to execute and deliver the Lease.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Candler County as follows:

1. The Board of Commissioners hereby approves and ratifies the actions of the County Administrator and the Authority in proceeding with financing the Project through the issuance of the Series 2023 Bonds as authorized by the Bond Resolution. The Bond Resolution, which is on file and of record with the County Clerk, has been considered by the Board of Commissioners, and the issuance of the Series 2023 Bonds and the terms of the Series 2023 Bonds to be issued by the Authority are hereby approved in all respects.

2. The Board of Commissioners hereby approves the form of the Lease, and authorizes the Chairman or Vice Chairman of the Board of Commissioners, with the advice of the County Attorney, to finalize the terms of the Lease and the execution of the Lease and such closing papers or other documents by the Chairman or Vice Chairman shall be conclusive evidence of such approval to provide for the issuance of the Series 2023 Bonds in accordance with the Bond Resolution and to fulfill the obligations of the County pursuant to the Lease.

3. The Board of Commissioners hereby approves the Bond Purchase Agreement with Stifel, Nicolaus & Company, Incorporated, (the “**Underwriter**”) a copy of which has been presented and considered by the County at this meeting and which is on file and of record with the County Clerk. The Chairman or Vice Chairman is authorized to execute and deliver the Bond Purchase Agreement.

4. The Preliminary Official Statement having been deemed final by the County Administrator, the officials of the County are authorized and directed to provide such information as shall be necessary in connection with the preparation and delivery of the final Official Statement relating to the Series 2023 Bonds and the Chairman or Vice Chairman is authorized to execute the final Official Statement.

5. The County hereby authorizes and approves the execution, delivery and performance by the officers of the County of the Continuing Disclosure Certificate, to be executed as of the date of the issuance and delivery of the Series 2023 Bonds, the form of which is on file and of record with the County Clerk. The County hereby covenants for the benefit of the owners of the Series 2023 Bonds and the Underwriter to comply with its obligations under the Continuing Disclosure Certificate.

6. The County, with the advice of the Underwriter, has determined that the marketability of the Series 2023 Bonds will be enhanced and that it is in the County's best interests to obtain a policy of bond insurance (the "**Policy**") from Build America Mutual Assurance Company ("**BAM**") to insure all payments of principal and interest which shall become due for payment to the registered owners of the Series 2023 Bonds in accordance with the terms set forth in the Policy. The Board of Commissioners hereby approves the Policy and the officers of the County and Authority are authorized to execute and deliver such documents as may be necessary to procure the Policy.

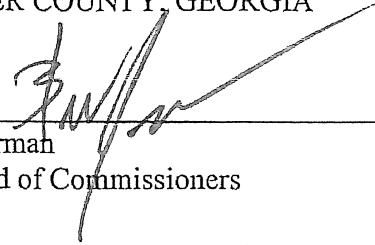
7. The County, pursuant to § 265(b)(3) of the Internal Revenue Code, as amended (the "**Code**"), does hereby irrevocably allocate to the Authority such amount of the County's \$9,380,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Series 2023 Bonds when issued; provided, however, said allocation shall only be applied to obligations which qualify as "qualified tax-exempt obligations" pursuant to § 265(b)(3) of the Code. This allocation is for and in consideration of the benefits the County is to receive pursuant to the Lease. The County hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which it will issue during calendar year 2023 will not exceed \$10,000,000.

8. The Chairman, Vice Chairman County Clerk, County Administrator, County Attorney and such other officers or agents of the County as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2023 Bonds, to fulfill the obligations of the County pursuant to the Lease, and to execute closing documents necessary for the issuance of the Series 2023 Bonds, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

[SIGNATURES ON FOLLOWING PAGE]

Adopted this August 21, 2023.

CANDLER COUNTY, GEORGIA

By: 
VICE Chairman
Board of Commissioners

Attest: 
County Clerk

COUNTY CLERK'S CERTIFICATE

NOW COMES the undersigned County Clerk of Candler County, Georgia (the "County"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Commissioners of Candler County in public meeting properly and lawfully held and assembled on August 21, 2023, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.



Maramba K. Stank
County Clerk

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA IMPOSING A COUNTY ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY PART 1 OF ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX SHALL BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE FACILITIES TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; SEEKING APPROVAL TO ISSUE GENERAL OBLIGATION DEBT; REQUESTING THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF CANDLER COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. (the "Act") authorizes the imposition of a county one percent sales and use tax (the "SPLOST") for the purpose, *inter alia*, of financing certain capital outlay projects which include those set forth herein; and

WHEREAS, the Board of Commissioners of Candler County, Georgia (the "Board of Commissioners") has determined that it is in the best interest of the citizens of Candler County, Georgia (the "County") that a one percent SPLOST be imposed in a special district within the County to raise approximately \$10,800,000 for the purpose of funding capital outlay projects (the "Projects"); and

WHEREAS, the Board of Commissioners delivered a written notice (the "Notice") to the Mayor in each municipality located within the County regarding the continuation of the SPLOST; and

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which designated representatives of the County and the City of Metter and, the City of Pulaski ("the Municipalities") met and discussed the possible projects for inclusion in the referendum, including municipally owned and operated projects; and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior to the issuance of a call for the referendum; and

WHEREAS, the County has entered into an intergovernmental agreement with the Municipalities that are party to the Agreement; and

WHEREAS, the Municipalities represent thirty-nine (39) percent of the total population of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Candler County, Georgia as follows:

- (A) Assuming the question of imposing a County SPLOST is approved by the voters of the special district in the election hereinafter referred to, the SPLOST shall be imposed for the term, purposes and costs as follows:
1. In order to finance the Projects described herein, a SPLOST in the amount of one percent (1%) on

2. The ballots to be used in the election shall have written or printed thereon substantially the following:

Yes

Shall a special one percent sales and use tax be imposed in the special district of Candler County for a period of time not to exceed six (6) years and for the raising of an estimated amount of \$10,800,000 to be distributed in accordance with the Intergovernmental Agreement (IGA) for the Use and Distribution of Proceeds from the 2024 Special Purpose Local Option Sales Tax for Capital Outlay Projects for the purposes of: (1) The County Projects will include twenty percent (20%) of the total SPLOST for a capital project related to the retirement of general obligation debt and capital projects related to capital improvements or replacement of capital equipment for: all county buildings, county equipment for roads and bridges, recreation, public works including solid waste collection and disposal, Sheriff functions to include jail and vehicles, communications, county general vehicles, county general administration, county information technology equipment and hardware, public safety to include EMS equipment and ambulance, fire protection equipment and vehicles, and EMA capital needs, and economic development and airport capital projects; (2) The City of Metter, Georgia, Projects will include retirement of general obligation debt and capital projects needs related to capital projects or the replacement of capital equipment for: all city buildings and city equipment for fire protection, economic development services, public works, general administration, roads, public utilities to include water, wastewater, collection, distribution and treatment, drainage improvements, and general vehicle and equipment, airport capital projects; and (3) The Town of Pulaski, Georgia, Projects will include capital projects related to road expansion and improvements or replacement of capital equipment for all town buildings and facilities, general administration to include Information Technology hardware and equipment, public works to include water utility system, public safety to include fire capital needs and equipment, and (4) for funding, subject to the availability of excess SPLOST proceeds, for the Candler County Industrial Authority for purposes of acquiring real property for economic development, and providing the necessary infrastructure to serve said economic development, to include, but no be limited to roads, water, sewage, drainage and other necessary investments?

No

The election superintendent of Candler County is hereby authorized and requested to publish a notice of the election as required by law in the newspaper in which sheriff's advertisements for the County are published once a week for four weeks immediately

all sales and uses in the County is hereby authorized to be levied and collected within the special district created in the County as provided in the Act.

2. The proceeds of such tax are to be used to fund the Projects. The Projects consist of "County Projects" and "Municipal Projects". The County Projects, the Municipal Projects, and the estimated costs are set forth in Exhibit "A" attached hereto and incorporated herein by reference.
3. The SPLOST is to be imposed for a period of six (6) years.

(B) Call for the Election; Ballot Form; Notice.


1. The election superintendent of Candler County is hereby requested to call an election in all voting precincts in the County on the seventh (7th) day of November, 2023, for the purpose of submitting to the qualified voters of the County the question set forth in paragraph 2, below.

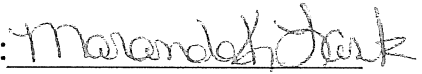
preceding the date of the election. The notice of the election shall be in substantially the form attached hereto as Exhibit "A".

- (C) The clerk of the Board of Commissioners is hereby authorized and directed to deliver a copy of the resolution to the election superintendent of Candler County, with a request that the election superintendent of Candler County issue the call for an election.
- (D) The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of SPLOST.
- (E) The Resolution shall take effect immediately upon its adoption.

This the 21 day of August, 2023.

CANDLER COUNTY, GEORGIA

By: 
Glyn Thrift, Chairman

Attest: 
Clerk



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA, APPROVING AND AUTHORIZING EXECUTION, BY THE CHAIRMAN OF THE CANDLER COUNTY BOARD OF COMMISSIONERS, OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY AND CERTAIN MUNICIPALITIES OF CANDLER COUNTY CONCERNING A COUNTY ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX ENACTED PURSUANT TO O.C.G.A. § 48-8-110 ET SEQ.; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* authorizes the imposition of a one percent county special purpose local option sales and use tax (SPLOST) for the purposes of *inter alia* of financing capital outlay projects to be owned or operated by the County and one or more municipalities; and,

WHEREAS, Candler County, Georgia, the Municipality of Metter, Georgia, and the Municipality of Pulaski, Georgia desire to utilize the proceeds of a SPLOST for one or more of the purposes authorized under O.C.G.A. § 48-8-111 (a)(1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Candler County, Georgia as follows:

SECTION 1.

The attached intergovernmental agreement addressing the disbursement of SPLOST proceeds among Candler County, Georgia, the Municipality of Metter, Georgia, and the Municipality of Pulaski, Georgia and other related matters is hereby approved.

SECTION 2.

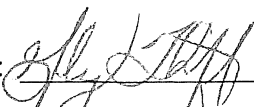
The Chairman of the Board of Commissioners of Candler County, Georgia is authorized to execute the intergovernmental agreement on behalf of the Board of Commissioners of Candler County, Georgia, and affix the seal of the County thereto.


SECTION 3.

All resolutions, or parts of resolutions, in conflict herewith are repealed.

This, the 21 day of August, 2023.

CANDLER COUNTY, GEORGIA

By: 
Glyn Thrift, Chairman

Attest: 
County Clerk



STATE OF GEORGIA
 COUNTY OF CANDLER

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND
 DISTRIBUTION OF PROCEEDS FROM THE 2024 SPECIAL
 PURPOSE LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY
 PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of AUGUST, 2023 by and between CANDLER County, a political subdivision of the State of Georgia (the “County”), and the City of METTER, and the Town of PULASKI, municipal corporations of the State of Georgia (the “Municipalities”, individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 1st day of May, 2023 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and the Municipalities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

SECTION 1. REPRESENTATIONS AND MUTUAL COVENANTS

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November, 2023 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all

sales and uses within the special district of CANDLER County for a period of 24 quarters, commencing on the 1st day of May, 2024, to raise an estimated \$10,800,000 to be used for funding the projects specified in Exhibit A attached hereto.

- (B) Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
 - (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
 - (ii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
 - (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. §48-8-110 (4); and
 - (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.
- (C) It is the intention of the County and Municipalities to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*
- (D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibit A of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement.
- (E) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- (F) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required fulfilling the terms of this Agreement.

SECTION 2. CONDITIONS PRECEDENT

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- (B) This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).

- (C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the state revenue commissioner and transferring same to the County.

SECTION 3. EFFECTIVE DATE AND TERM OF THE TAX

The SPLOST, subject to approval in an election to be held on November 7, 2023, shall continue for a period of twenty-four (24) quarters with collections beginning on May 1st, 2024.

SECTION 4. EFFECTIVE DATE AND TERM OF THIS AGREEMENT

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (A) The official declaration of the failure of the election described in this Agreement;
- (B) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (C) The completion of all projects described in Exhibit A.

SECTION 5. COUNTY SPLOST FUND; SEPARATE ACCOUNTS; NO COMMINGLING

- (A) A special fund or account shall be created by the County and designated as the 2024 Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2024 City of Metter Special Purpose Local Option Sales Tax Fund and the 2024 Town of Pulaski Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

SECTION 6. PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

- (A) Upon receipt by the County of SPLOST proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraph B of this Section.
- (B) The County, following deposit of the SPLOST proceeds in the SPLOST Fund, shall within 10 business days disburse the SPLOST proceeds due to each Municipality according to the schedule in

Exhibit A. The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

- (C) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

SECTION 7. PROJECTS

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement.

SECTION 8. PRIORITY AND ORDER OF PROJECT FUNDING

Projects shall be fully or partially funded and constructed in accordance with the schedule found in Exhibit A of this Agreement. Except as provided in Paragraph B and Paragraph C of Section 9 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Agreement.

- (A) The County and Municipalities agree that the County will receive twenty percent (20%) for a Level II project for debt reduction of a county wide project to construct a jail facility and for other county wide capital project purposes, that is to be spread equally through the life of the SPLOST.
- (B) The County and Municipalities agree that the remainder, after the Level II twenty percent (20%) distribution, shall be apportioned as follows: Candler County (61%), City of Metter (37%), Town of Pulaski (2%).
- (C) The County and Municipalities agree that after the first \$9,000,000 of the SPLOST proceeds have been disbursed, the Industrial Development Authority will receive the next \$500,000 for capital projects.
- (D) The County and Municipalities agree that after the first \$9,500,000 of the SPLOST proceeds have been disbursed, the distributions will return to the percentages outlined in Subsection A and Subsection B of this section.

SECTION 9. COMPLETION OF PROJECTS

- (A) The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts.
- (B) If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, the County may apply the remaining unexpended funds to any other county project in Exhibit A.
- (C) If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed

for that project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A.

- (D) The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within five years after the termination of the SPLOST. Any SPLOST proceeds held by a County or Municipality at the end of the five year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).

SECTION 10. CERTIFICATE OF COMPLETION

Within thirty (30) days after the acquisition, construction or installation of a municipal project listed in Exhibit A is completed, the Municipality owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective Municipality, setting forth the date on which the project was completed, and the final cost of the project.

SECTION 11. EXPENSES

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

SECTION 12. AUDITS

- (A) During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- (B) Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality.

SECTION 13. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Candler County
1075 E Hiawatha St, Suite A
Metter GA 30439
Attn: County Administrator

City of Metter
49 S Rountree St
PO Box 74
Metter GA 30439
Attn: Mayor

Town of Pulaski
PO Box 161
Pulaski GA 30451
Attn: Mayor

SECTION 14. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

SECTION 15. AMENDMENTS

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

SECTION 16. GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 17. SEVERABILITY

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 18. COMPLIANCE WITH LAW

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

SECTION 19. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the

same.

SECTION 20. COUNTERPARTS


This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 21. MEDIATION

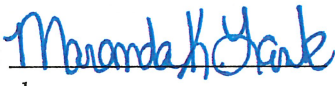
The County and Municipalities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

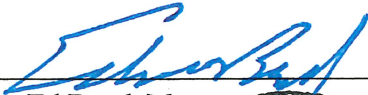
COUNTY OF CANDLER, GEORGIA

By: 
Glyn Thrift, Chairman

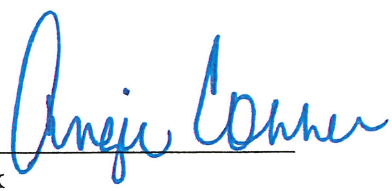


ATTEST: 
Clerk


MUNICIPALITY OF METTER, GEORGIA

By: 
Ed Boyd, Mayor
(Seal)



ATTEST: 
Clerk

MUNICIPALITY OF PULASKI, GEORGIA

By: 
Paul Greene, Mayor
(Seal)

ATTEST: 
Clerk

**CANDLER COUNTY
SPLOST PROJECTS
2024 REFERENDUM**

The County projects will include twenty percent (20%) of the total SPLOST for capital projects related to public safety, public works, and roads projects provided county wide and additional projects related to capital improvements or replacement of capital equipment for: all County buildings, county equipment for roads and bridges, recreation, public works, solid waste, Sheriff functions to include jail, vehicles, communications and others, county general vehicles, county administration and support capital needs, and EMS and EMA capital needs.

LEVEL II (20%)	\$2,160,000
County Portion after Level II	\$4,937,950
County Buildings: Capital Improvements or replacement of capital equipment	\$ 750,000
Public Works (Roads & Bridges, Landfill, Solid Waste Collection)	\$1,000,000
Sheriff functions to include jail, vehicles, equipment and facilities	\$1,250,000
Recreation	\$ 500,000
County General Administration:	\$ 437,950
Emergency Medical Services, Emergency Management Agency	\$1,000,000
Total Non-Level II	\$4,937,950

City 2024 SPLOST Projects

Utilities Improvements/Expansions	\$650,000.00
transportation Improvements	\$250,000.00
Purchase Vehicles/Equipment	\$600,000.00 *
Drainage	\$200,000.00
Economic Dev.	\$300,000.00
Fire Station Debt Service	\$1,000,000.00
Total	\$3,000,000.00

- Fire truck total cost \$500,000.00
 - City portion \$250,000.00
 - County portion \$250,000.00

Town of Pulaski
2024 SPLOST Projects

Capital building and site improvements, infrastructure and equipment	\$30,000
Public works (Roadways, walkways, cross- walks and other maintenance)	\$90,000
Storm water management, drainage and erosion control	\$39,000
Town general administration/Supplies	\$ 2,986
TOTAL-----	\$161,986

Note : All terminology utilized is defined in the Fourth Edition of the UCOA for Local Governments.



RENEWAL

RightSpot™ GIS Services
Candler County, Georgia
PID No. 23018

August 9, 2023



Spatial Engineering, Inc.
613 Towne Park West Drive, Suite 202
Rincon, Georgia 31326
Office. 912.826.6688
www.spatialengineering.com

**RightSpot GIS Services
Candler County, GA**

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1 Background

The intent of this proposal is to continue Candler County (COUNTY) RightSpot support. Continue updating the frame work based on industry standard technology and provide a wholistic approach to managing and maintaining the COUNTY's GIS. A long-term goal (not included in this proposal) is to reconcile and consolidate all the various data formats (As-builts, pdfs, pictures, etc.) into a single enterprise GIS that support all appropriate COUNTY business functions. This proposal is valid for 90 days from date of submittal.

2 Point of Contact(s):

Spatial Engineering, Inc.:

Project Manager:

Ricky Truluck, PE
613 Towne Park Dr West, Suite 202
Rincon, GA 31326
rtruluck@spateng.com
O: 912-826-6688

Candler County, Georgia

County Administrator:

Bryan Aasheim
1075 E Hiawatha St
Metter, GA 30439
baasheim@candlerco-ga.gov
O: 912-685-2835

3 Definitions

As-Built	Drawings/documents designated an "as built" or "as constructed" record.
CADD	Computer Aided Drafting and Design
ESD	Effective Start Date
GIS	Geographic Information System
HTML5	Revision 5 of the "Hypertext Markup Language", the standard programming language for describing the contents and appearance of Web pages.
HTTPS	"HyperText Transport Protocol Secure." Website using the HTTPS protocol to encrypt data sent back and forth with SSL encryption.
NA	Not Applicable
Named User	Designated individuals assigned a unique login and granted specific access to the COUNTY's data.
PoP	Period of Performance. The contract duration.

4 Task 1 – RightSpot™ Web Portal

4.1 Approach:

SPATIAL will provide and maintain the RightSpot™ web portal based on the COUNTY's GIS data. SPATIAL will coordinate with the COUNTY to determine what data to load into RightSpot. SPATIAL will not edit or change COUNTY data as part of this task. The

RightSpot GIS Services Candler County, GA

data will be available to authorized users only. Unless otherwise specified, data access will be READ ONLY. The intent is for RightSpot to be the COUNTY's internal GIS.

4.2 Scope of Work:

1. Provide system administration and geodatabase management.
2. Provide 24/7/365 backup.
3. Provide RSA 4096-bit secure HTTPS encryption.
4. Provide up to 10 named user accounts.
5. Provide view access using standard web browsers like Edge and Chrome. (Tablet and Smartphone access requires internet access)
6. Provide access to RightSpot's tools and workflows.

4.3 Deliverables:

1. Data access via RightSpot.

4.4 Travel:

None.

4.5 Schedule:

Notice to Proceed + 12 months

4.6 Assumptions:

1. RightSpot access for authorized named users only.
2. Web access does not include public web map services.
3. Standard RightSpot set-up procedures apply.
4. This task does not include data cleanup and conversion. Data processing performed under Task 2 – On-call Support.
5. SPATIAL does not guarantee against natural disaster or forces outside of our control.
6. SPATIAL does not guarantee network connectivity between our demarcation point and the COUNTY's demarcation point. To ensure system health and a rapid recovery in the event of hardware failure, Spatial Engineering uses external monitoring services and daily backups of your data. If system downtime occurs, we will maintain contact with your organization's POC while the issue is being resolved. SPATIAL will restore service as quickly as possible.

5 Task 2 – Data Maintenance and On-Call Support

5.1 Approach:

Provide support for parcel and other data updates, analysis, maps, field collection, application development, etc. on an as needed basis. The County Administrator, or their designee, must approve request prior to beginning work.

5.2 Scope of Work:

1. SPATIAL will provide GIS and data maintenance services as requested.
2. The COUNTY may request services using email or telephone.
3. On-Call Support may include, but is not limited to:
 - a. Data updates
 - b. Field data collection, Drone aerial collection, and GPS survey
 - c. Custom workflows and configurations
 - d. GIS analysis and products
 - e. Map production
 - f. GIS technical "help desk" support
 - g. Field verify as-built data and load into RightSpot
 - h. Update parcel fabric using Coordinate Geometry (COGO) if at all possible. Where parcel data does not support COGO, "best fit" digitizing may be used.
 - i. Once per year, submit the COUNTY's GIS information to the Department of Revenue (DOR) as part of the COUNTY's digest submission. Prior to submission, SPATIAL will execute a Discrepancy Report and work with the COUNTY to reconcile any issues prior to submitting. Submissions will be based on submission instructions provided from the COUNTY.
 - j. Transfer data to QPublic based on county guidance. SPATIAL anticipates a monthly update to QPublic. SPATIAL will execute a Discrepancy Report and work with the COUNTY to reconcile any issues prior to submitting to QPublic.

5.3 Deliverables:

1. Provide services as requested.
2. Incorporate resulting GIS data and products into the COUNTY's GIS geodatabase.

5.4 Travel:

1. Local mileage.

**RightSpot GIS Services
Candler County, GA**

5.5 Schedule:

- 1. Schedule based on specific requests.

5.6 Assumptions:

- 1. Only the County Administrator or their designee may assign/approve tasks.
- 2. SPATIAL will request authorization to proceed for individual tasks estimated more than \$2,000.

6 Cost Estimate

Task	Units	Cost/Yr	Extended
Item 1 – RightSpot™			
RightSpot (10/5/2023 – 10/4/2024)	1	\$4,800.00	\$4,800.00
Setup (waived-renewal)		\$0.00	\$0.00
Item 1 – Total			\$4,800.00
Item 2 – On-Call Support (OCS)			
OCS (10/5/2023 – 10/4/2024)	1	\$24,000.00	\$24,000.00
Item 2 – Total			\$24,000.00
TOTAL			\$28,800.00

Notes:

- 1. The cost for Item 1-RightSpot is fixed for the contract period. Payment is due at the beginning of the contract period.
- 2. SPATIAL has the right to re-negotiate the amount at the anniversary of the contract. SPATIAL will provide 90-day notice to the CITY of any proposed change to the fee.
- 3. Cost assumptions are presented under each Item above.
- 4. The cost of On-Call Support will vary depending on services requested.

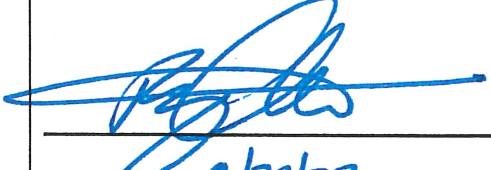
7 Renewal and Cancellation Policy

The contract period for the services defined herein begin November 5, 2023 and continue through November 4, 2024.

The contract will automatically renew on the anniversary date for an additional one-year term unless the COUNTY notifies SPATIAL in writing of the COUNTY's desire to terminate services. The COUNTY and SPATIAL may terminate services any time provided the receiving party is given a 30-day notice. Upon termination, SPATIAL will return all COUNTY data within 15 working days in an industry standard format.

8 Proposal Acceptance

If the tasks, schedule, and fees presented in this proposal are acceptable, please sign, date, and return a copy to Spatial Engineering, Inc.

For: Spatial Engineering, Inc.	For: Candler County
<p><u>Rebecca A. Truluck</u></p> <p>Date: August 9, 2023</p>	<p><u></u></p> <p>Date: <u>8/22/23</u></p>
<p>Rebecca F. Truluck President 912-826-6688 btruluck@spateng.com</p>	<p>Name: <u>Bryan Absheim</u></p> <p>Title: <u>County Administrator</u></p>



AUGUST 14, 2023

CANDLER COUNTY TAX COMMISSIONERS OFFICE
25 DANIEL STREET
METTER, GA 30439

RE: **UNIT #32**

WE PROPOSE TO PROVIDE AND INSTALL (1) CARRIER 2 TON SPLIT HEAT PUMP SYSTEM

\$6,693.24

NOTE:

- PRICE INCLUDES ALL MATERIAL AND LABOR
- WARRANTY: 10 YEAR COMPRESSOR/1 YEAR PARTS/1 YEAR LABOR

Kevin Davis

KEVIN DAVIS

[Signature]

ACCEPTED BY

8/22/23

DATE

*QUOTE VALID FOR 30 DAYS

1060 East Hiawatha Street · Metter, GA · 30439
(912) 685.7576 · (912) 685.6435 FAX
www.davisheating-air.com

712

DAVIS

HEATING AND AIR

AUGUST 14, 2023

CANDLER COUNTY TAX COMMISSIONERS OFFICE
25 DANIEL STREET
METTER, GA 30439

RE: **UNIT #27**

WE PROPOSE TO PROVIDE AND INSTALL (1) CARRIER 4 TON SPLIT HEAT PUMP SYSTEM

\$9,759.36

NOTE:

- PRICE INCLUDES ALL MATERIAL AND LABOR
- WARRANTY: 10 YEAR COMPRESSOR/1 YEAR PARTS/1 YEAR LABOR

Kevin Davis

KEVIN DAVIS

[Signature]

ACCEPTED BY

8/22/23

DATE

*QUOTE VALID FOR 30 DAYS

1060 East Hiawatha Street · Metter, GA · 30439
(912) 685.7576 · (912) 685.6435 FAX
www.davisheating-air.com